



CITY OF AZUSA
NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that sealed proposals will be received at the office of City Clerk, City Hall, 213 East Foothill Boulevard, Azusa, California, 91702, until 10:00 AM, on Wednesday, November 10, 2021, for the FURNISHING AND INSTALLING OF UNDERGROUND SUBSTRUCTURES AT 1151 WEST ARROW HIGHWAY, PROJECT NO. LD2021-03. Mandatory pre-bid meeting will be held on Monday, October 18, 2021 at 9:00 AM beginning at the first floor conference room of Azusa Light and Water Department, 729 N. Azusa Avenue, Azusa, California 91702, followed by Site Visit.

Dated: September 29, 2021

CITY OF AZUSA

/s/Jeffrey Lawrence Cornejo Jr., City Clerk

Published in the San Gabriel Valley Tribune on October 1, 2021.



**CONTRACT DOCUMENTS, PLANS,
AND SPECIFICATIONS
FOR CONSTRUCTION
OF**

**FURNISHING AND INSTALLING OF UNDERGROUND
SUBSTRUCTURES AT 1151 WEST ARROW HIGHWAY**

PROJECT NO LD2021-03

PREPARED BY:

**City of Azusa – Light and Water Department
729 N. AZUSA AVENUE
AZUSA, CA 91702**

SEPTEMBER 2021

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NOTICE INVITING BIDS

RECEIPT OF PROPOSALS. Notice is hereby given that sealed proposals will be received at the office of City Clerk, City Hall, 213 East Foothill Boulevard, Azusa, California, 91702, until **10:00 AM, on Wednesday, November 10, 2021**, for the Furnishing and Installing of Underground Substructures At 1151 West Arrow Highway, as per drawings ED2021-03, and Bid Documents for Project LD2021-03.

Bids will then be opened publicly and read aloud. Bids received after the time of announced opening will not be accepted.

Each bid shall be made on the proposal form furnished by the City herewith and shall be in accordance with this notice and specifications on file available online at the following web link: <https://www.azusaca.gov/749/BidRequest-For-Proposals>

DESCRIPTION OF WORK.

Contractor shall furnish all labor, material, equipment and services to construct and complete an underground electric substructure system in accordance with construction drawings ED2021-03, and specifications LD2021-3 - Furnishing and Installing of Underground Substructures at 1151 West Arrow Highway.

COMPLETION OF WORK. All work shall be 100% completed within **30 calendar days** after date set forth in the Notice to Proceed.

MANDATORY PRE-BID MEETING. There will be a **mandatory** pre-bid meeting held on, **October 18, 2021 at 9:00 AM** beginning at the first floor conference room of Azusa Light and Water Department, 729 N. Azusa Avenue, Azusa, California 91702, followed by Site Visit.

Maintain Social Distancing of 6 feet minimum during this Job Walk. All attendees shall bring his/her own personal protective equipment including face mask in order to enter the meeting room. Attendees are required to sign in and provide contact information in on a attendee list for bid related communication such as RFI and Addendum

DRAWINGS AND SPECIFICATIONS. All Drawings and Specifications pertaining to this project are available at this web link: <https://www.azusaca.gov/749/BidRequest-For-Proposals> under a sub folder.

GUARANTEE. Each bid shall be made on the proposal form furnished by the City herewith and shall be in accordance with the Drawings, Specifications and other Contract Documents and shall be accompanied by a certified check, cashier's check or bidders' bond, payable to the City in a sum not less than ten percent (10%) of the amount of the bid, as a guarantee that the bidder will enter into the Contract for the work, the full amount of such guarantee to be forfeited to the City should said bidder fail to enter into said Contract. The successful bidder will be required to furnish a Faithful Performance Bond in the amount of not less than one hundred percent (100%) of the Contract price, and a Labor and Material Bond in an amount of not less than one hundred percent (100%) of the Contract price, said bonds to be secured from a surety company authorized to do business in the State of California, and to be subject to the approval of the City Attorney.

PREVAILING WAGE RATES. Bidders are hereby notified that pursuant to Section 1773 et seq. of the Labor Code of the State of California, the City Council of the City of Azusa incorporates herein by reference the general prevailing rate of per diem wages as determined by the Department of Industrial Relations (DIR) of the State of California. Copies of the prevailing rate of per diem wages are on file in the office of the City Clerk and will be made available to any interested party upon request or online at <http://www.dir.ca.gov/dlsr>. In accordance with the Labor Code, no workman employed upon work under contract to the City shall be paid less than the above referenced prevailing wage rate. A copy of said rates shall be posted at each job site during the course of construction. The concrete delivery requirements pursuant to AB 219 shall also apply.

Any classification omitted therein shall be paid not less than the prevailing wage scale as established for similar work in the particular area and all overtime shall be paid at the prevailing rates as established for the particular area. Sunday and holiday time shall be paid at the wage rates determined by the DIR. The successful bidder and all subcontractor(s) under the bidder, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors. All Contractor and subcontractors (of any tier) shall be registered with the DIR for any projects with bids and any contract for public work. All Contractors and subcontractors must register with the DIR prior to bidding on or performing any public work. Registration must be done online and includes a registration fee. All Contractors must electronically submit all certified payrolls to DIR and the contract is submit to compliance monitoring.

SOLE SOURCE. Pursuant to Public Contract Code Section 3400(b), if the City has made any findings designating certain materials, products, things, or services, by specific brand name or trade name, such findings and the materials, products, things, or services and their specific brand or trade names will be set forth on the Contract Plans or Specifications.

PAYMENT. Payment will be made to the Contractor in accordance with the Specifications.

SUBSTITUTION OF SECURITIES. Contractor may, at his sole cost and expense, substitute securities equivalent to any monies withheld by the City to ensure performance under the Contract. Such securities shall be deposited with the City or with a state or federally chartered bank as escrow agent who shall pay such monies upon satisfactory completion of the contract. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. Securities eligible for substitution shall include those listed in Public Contract Code Section 22300.

OPENING OF PROPOSALS. The proposals will be publicly opened and read at the time and date stated above, in the office of the City Clerk of the Azusa City Hall, and the results will thereafter be referred to the City Council Utility Board for consideration at their next regular meeting.

CITY'S RIGHTS RESERVED. The City reserves the right to reject any or all bids, to waive any informality in a bid, and to make awards in the interest of the City. No bidder may withdraw his bid for a period of 60 days after the bid opening.

REQUIREMENT FOR CONTRACTOR’S LICENSING. The City of Azusa requires that all contractors be licensed with the State of California in their particular area of expertise. The City has determined that a **Class A and or a Class C-10** license is necessary to bid this project. If the bidder is a specialty contractor, the bidder is alerted to the requirements of Business and Professions Code section 7059. Per Section 7028.15(e) of the Business and Professions Code, a licensed contractor shall not submit a bid to a public agency unless his or her contractor's license appears clearly on the bid, the license expiration date is stated and the bid contains a statement that the representations therein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, shall be considered non responsive and shall be rejected by the City of Azusa. All bidders are required to completely fill out the "Contractor's License Declaration" contained in the bid documents.

INFORMATION. For further information or questions, contact Abdul Qadeer, PE at (626) 812-5065 or by email at aqadeer@azusaca.gov. All questions related to this project shall be submitted in writing via email to Abdul Qadeer, PE at aqadeer@azusaca.gov. The final date to submit questions is Thursday, October 28, 2021 at 4:00 PM. Bidders are encouraged to submit their pre-bid questions as early as possible in writing, or by email.

Dated: _____

CITY OF AZUSA

Signature on File
City Clerk

Dates Published: _____

INSTRUCTION TO BIDDERS

PROPOSAL. The Proposal shall be made on the forms furnished herewith. The completed Proposal shall be enclosed in a sealed envelope bearing the name of the bidder and name of the project. The proposal shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the bidder's responsibility to see that his proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the bidder unopened. The proposal may be withdrawn by the bidder by means of a written request, signed by the bidder or his properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids for receipt of proposals prior to the scheduled closing time for receipt of proposals.

The Proposals will be publicly opened and read at the time and place stipulated in the Notice Inviting Bids.

Unauthorized conditions, limitations, or provisions attached to a proposal will render it informal and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Oral, telegraphic, fax or telephonic proposals or modifications will not be considered.

AVAILABILITY OF CONTRACT DOCUMENTS. Bids must be submitted to the City on the Proposal Forms which are a part of the Bid Package for the Project. Contract Documents, Plans, and Specifications may be obtained from the City at the location(s) and at the time(s) indicated in the Notice Inviting Bids. Prospective bidders are encouraged to call or email in advance to determine the availability of Contract Documents, Plans, and Specifications. Any applicable charges for the Contract Documents, Plans, and Specifications are outlined in the Notice Inviting Bids.

EXAMINATION OF CONTRACT DOCUMENTS. The City has made copies of the Contract Documents, Plans, and Specifications available, as indicated above. Bidders shall be solely responsible for examining the Project Site and the Contract Documents, Plans, and Specifications including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting all standards and requirements (including Public Works standards and requirements) referenced in the Contract Documents, Plans, and Specifications. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

INTERPRETATION OF CONTRACT DOCUMENTS. Discrepancies in, and/or omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of the City by submission of a written request for an interpretation or correction to the City. Such submission, if any, must be sent to Abdul Qadeer, PE, Sr. Electrical Engineer (see the Notice of Inviting Bids for contact information).

Any interpretation of the Contract Documents, Plans, and Specifications will be made only by written addenda duly issued and mailed or delivered to each person or firm who has purchased a set of Contract Documents, Plans, and Specifications. The City will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents, Plans, and Specifications to any bidder, and no bidder should rely on any such oral interpretation.

Bids shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

ADDENDA. The City reserves the right to revise the Contract Documents, Plans, and Specifications prior to the bid opening date. Revisions, if any, shall be made by written Addenda. All addenda issued by the City shall be included in the bid and made part of the Contract Documents, Plans, and Specifications. Pursuant to Public Contract Code Section 4104.5, if the City issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of bids, the City will extend the deadline for submission of bids. The City may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. Each prospective bidder shall provide City a name, address, telephone number, and email address to which Addenda may be sent. Copies of Addenda will be furnished by email, facsimile, first class mail, express mail or other proper means of delivery without charge to all parties who have obtained a copy of the Contract Documents and provided such current information. Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each bidder should contact the Project Engineer, (626) 812-5065 to verify that he/she has received all Addenda issued, if any, prior to the bid opening.

ALTERNATE BIDS. If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid only. However, the City may choose to award the contract on the basis of the base bid alone or the base bid and any alternate or combination of alternates. The time required for completion of the alternate bid items has been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The City may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work, accordingly each Bidder must ensure that each bid item contains a proportionate share of profit, overhead, and other costs or expenses which will be incurred by the Bidder.

COMPLETION OF PROPOSAL FORMS. Bids shall only be prepared using copies of the Proposal Forms which are included in the Contract Documents. The use of substitute proposal forms other than clear and correct photocopies of those provided by the City will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Proposal Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Proposal Forms nor make substitutions thereon. **USE OF BLACK OR BLUE INK, INDELIBLE PENCIL, OR A TYPEWRITER IS REQUIRED.** Deviations in the bid form may result in the bid being deemed non-responsive.

DISCREPANCIES IN PROPOSALS. Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents, Plans, and Specifications. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions, or provisions attached to a Bid may

render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Proposal Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

The bidder shall furnish a price for all bid items in the proposal and failure to do so will render the proposal invalid and will cause its rejection. In the event the total indicated for the schedule does not agree with the sum of the prices bid on the individual items the prices bid on the individual item shall govern and the total for the schedule will be corrected accordingly.

PROPOSAL GUARANTEE. Each proposal shall be accompanied by a certified or cashier's check or bid bond in the amount of not less than ten (10%) percent of the total amount named in the bidder's proposal. Said check or bond shall be made payable to the City of Azusa and shall be given as a guarantee that the bidder, if awarded the work, will enter into a contract within ten (10) calendar days after date of written notice of award and will furnish satisfactory Faithful Performance Bond and Labor and Material Bond, each of said bonds to be in the amount stated in the Notice Inviting Bids. In case of refusal or failure to enter into said contract, each check or bond, as the case may be, shall be forfeited to the City. If the bidder elects to furnish a Bid Bond as his proposal guarantee, he shall use the Bid Bond form herein, or one conforming substantially to it in form.

BIDDER'S EXAMINATION OF SITE. Before submitting a proposal, the bidder shall carefully examine the Drawings, Specifications, and other Contract Documents, and shall visit the site of the work. Each prospective bidder is responsible for fully acquainting itself with the conditions of the Project Site (which may include more than one site), as well as those relating to the construction and labor of the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project. The bidder shall be familiar with existing site conditions and have a clear understanding of the requirements of the Contract regarding the furnishing of materials and performance of work. The Bidder agrees that the Contract Documents, Plans, and Specifications are sufficient in scope and detail to convey an understanding of the conditions for Contractor performance on the job and for furnishing all work in an acceptable manner. A Mandatory Pre-Bid Meeting will be held for this project (see Notice Inviting Bids).

DESIGNATION OF SUBCONTRACTORS. Pursuant to State law, the Bidders must designate the name and location of each subcontractor who will perform work or render services for the Bidder in an amount that exceeds one-half of one percent (1/2%) of the Bidder's Total Bid Price, or \$10,000 whichever is greater, as well as the portion of work each such subcontractor will perform on the form provided herein by the City. No additional time will be provided to bidders to submit any of the requested information in the Designation of Subcontractor form. The total work performed by subcontractors may not equal or exceed fifty percent (50%) of the total work required for the project.

COMPETENCY OF BIDDERS. In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work covered by the proposal. To this end, each proposal shall be supported by a statement of the bidder's experience as to recent date on the form entitled "INFORMATION

REQUIRED OF BIDDER" bound herein. No proposal for work will be accepted from a contractor who is not licensed in accordance with applicable state law.

DISQUALIFICATION OF BIDDERS. More than one proposal form from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected and none of the participants in such collusion will be considered for future proposals.

RETURN OF PROPOSAL GUARANTEE. Within ten (10) days after award of the Contract, the City will return all proposal guarantees, except bonds, to their respective bidder except those accompanying proposals submitted by the three lowest responsible bidders. Those three will be held until the Contract has been finally executed after which they will be returned to the respective bidders whose proposal they accompany.

AWARD OF CONTRACT. Award of a contract, if it is to be awarded, will be made to the lowest responsible bidder whose proposal complies with all the requirements prescribed. The City reserves the right to reject any or all bids, to waive any informality in a bid, and to make awards in the interest of the City. The award, if made, will be made within 10 days of the date for receipt of proposals. The City reserves the right to eliminate portions of the bid if deemed necessary by the City.

EXECUTION OF CONTRACT. The bidder to whom award is made shall execute a written contract with the City on the form of agreement provided, and shall secure all insurance and bonds required by the Specifications within ten (10) calendar days after the Notice of Award. Failure or refusal to enter into a contract as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and the forfeiture of the proposal guarantee. If the successful bidder refuses or fails to execute the Contract, the City may award the Contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the Contract, the City may award the Contract to the third lowest responsible bidder. On the failure or refusal to such second or third lowest bidders to execute the Contract, such bidders' guarantee likewise shall be forfeited to the City. The work may then be re-advertised for bids.

NON-DISCRIMINATION IN EMPLOYMENT. Contracts for work under this proposal will obligate the Contractors and Subcontractors not to discriminate against any person on account of race, color, religion, sex or national origin.

DEPARTMENT OF INDUSTRIAL RELATIONS. Pursuant to Labor Code Section 1725.5, all bidders and subcontractors shall be registered with the Department of Industrial Relations (DIR). Any bid not meeting this requirement will be considered non-responsive and shall be rejected by the City of Azusa.

AZUSA LIGHT AND WATER

PROPOSAL

**PROPOSAL - TO THE CITY COUNCIL
CITY OF AZUSA
AZUSA, CALIFORNIA**

PROJECT NO. LD2021-03

The undersigned bidder hereby proposes to furnish all labor, material, equipment, tools and services necessary to perform all work required under the City's Specifications entitled:

CONTRACT DOCUMENTS, PLANS, AND SPECIFICATIONS FOR FURNISHING
AND INSTALLING OF UNDERGROUND SUBSTRUCTURES AT 1151 WEST
ARROW HIGHWAY

PROJECT NO. LD2021-03

in accordance with the intent of said Specifications, Drawings, and all Addenda issued by said City prior to opening of the proposals.

Said bidder agrees that, within 10 calendar days after date of written Notice of Award of the Contract by said City, he will execute a contract in the required form, of which the Notice Inviting Bids, Instructions to Bidders, Proposal, Specifications, Drawings, and all Addenda issued by said City prior to the opening of proposals, are part, and will secure the required insurance and bonds; and that upon failure to do so within said time, then the proposal guarantee furnished by said bidder shall be forfeited to said City as liquidated damages for such failure; provided, that if said bidder shall execute the Contract and secure the required insurance and bonds within said time, his check, if furnished shall be returned to him within 5 days thereafter, and the Bid Bond, if furnished, shall become void.

Said bidder further agrees to complete all work required under the Contract within the time stipulated in said Specifications, and to accept in full payment therefore the price named in the Bidding Schedule.

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workmen's Compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of the work of this Contract.

Dated: _____

Bidder

Signature

Title

AZUSA LIGHT AND WATER

***BIDDING SCHEDULE**

Item No.	Item Description	Qty	Unit	Unit Bid Price	Total Bid Price
1	Mobilization / Demobilization.	1	LS		
2	On Private Property Furnish & Install 4" PVC, SCH-40 Conduit With Encasement Per ED2021-3	1	LS		
3	On Private Property, Furnish & Install (3)-Jensen Precast 3' x 5' x 4' Intercept Pull-Box with Spring Assisted Traffic Rated Lid, Part Number: K3660-DI48-31TSA	3	EA		
4	On Arrow Hwy Public Right of Way, Furnish & Install 4" PVC Conduit with Encasement per ED2021-3	1	LS		
5	Furnish & Install (1)-Jensen Precast 3' x 5' x 4' Pull-Box with Spring Assisted Parkway Rated Lid, as Per ED2021-3. Adjust To Final Grade. Part Number: K3660-DP48-31PSA	1	EA		
6	Construction Safety, Traffic Control, Steel Plates, Daily Cleanup, Storm Water Pollution Prevention/Erosion Control	1	LS		
7	In Private Property Trench Restoration	1	LS		
8	Street and Trench Restoration Per City of Azusa Public Works Specifications	1	LS		
9	Permits, Business Licenses, Duty & Fees For City Of Azusa	1	LS		

SUBTOTAL BID ITEMS 1 THROUGH 9	\$ _____
CONTINGENCY – 10% OF TOTAL BID (THE BIDDER SHALL PROVIDE A 10% CONTINGENCY TOTAL ON THE BID FOR POTENTIAL CHANGE ORDERS ON THE PROJECT. THE CITY RESERVES THE RIGHT TO IMPLEMENT THE USE OF THIS ITEM, EITHER PARTIALLY OR COMPLETELY, OR DELETE THIS ITEM IN ITS ENTIRETY).	\$ _____
TOTAL BID PLUS CONTINGENCY	\$ _____

TOTAL BID PLUS CONTINGENCY (IN WRITTEN WORDS)

(Written)

The City reserves the right to delete any bid item and increase or decrease the estimated quantities that will serve the City's best interest.

***Bid Items 1 through 10 shall be as described in the Special Provisions – Section 7.23 – Measurement & Payment. Bidder shall initial in acknowledgement _____.**

It is understood that the foregoing quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the Contractor's compensation will be computed upon the basis of the actual quantities in the complete work, whether they be more or less than those shown.

Bidder hereby acknowledges receipt of Addenda No.'s _____

COMPANY

TELEPHONE #

BIDDER'S SIGNATURE

LICENSE NO.

MATERIAL AND EQUIPMENT MANUFACTURERS

The undersigned bidder understands and agrees that the City may consider this Bid incomplete unless the Bidder names a manufacturer/supplier for each item of equipment in the following list. The City may at its discretion reject any bid whose list is incomplete or improperly compiled. Not more than one manufacturer/supplier shall be named for each item of equipment. The undersigned Bidder hereby agrees that, after submission of this Bid, a change will not be made in the following listing of manufacturers/suppliers and will not award a contract or agreement of any kind to a manufacturer not listed below for the listed items of equipment unless such change, award, or agreement is first approved in writing by the City according to the provisions of the Contract Documents pertaining to substitutions and equals. The manufacturers/suppliers named below produce the listed items of equipment which comply with the requirements of the Contract Documents, and the undersigned Bidder will furnish and install the complying equipment of the manufacturers/suppliers named in the following list:

SCHEDULE OF MANUFACTURERS

Item Description	Manufacturer
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Bidder's Initials _____

LIST OF SUBCONTRACTORS

The Bidder is required to furnish the following information (in accordance with the provisions of Sections 4100 to 4114, inclusive of the Public Contract Code of the State of California and any amendments thereto) for each Subcontractor performing more than one-half of one percent (0.5%) of the Total Base Bid, or \$10,000 whichever is greater. The bidder shall not list alternative subcontractors for the same work.

Name, Address, and Phone Number of Subcontractor	License # & Classification	DIR No.	Specific Type of Work Performed by Subcontractor	% of Total Bid	Dollar Value of Subcontract
Name: Address: Phone Number:					
Name: Address: Phone Number:					
Name: Address: Phone Number:					
Name: Address: Phone Number:					
Name: Address: Phone Number:					
Name: Address: Phone Number:					

Bidder's Initials _____

CONTRACTOR'S EQUIPMENT

The undersigned Bidder is licensed in accordance with the laws of the State of California: License Number _____, Class _____.

The following is a list of all major items of construction equipment and vehicles available to the Bidder which the Bidder believes to be necessary or essential to the completion of the project:

Item	Lease/Owned	Date/Year of Manufacturers	Condition
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Bidder's Initials _____

BID BOND FORM

SEE ATTACHED

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Principal, and
_____ as Surety,
are held and firmly bound unto the City of Azusa hereinafter called "City" in the sum of:
_____ dollars,
(not less than 10 percent of the total amount of the bid)

for the payment of which sum, well and truly to be made, we bind ourselves our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said City to perform all work required under the City's Specifications entitled:

CONTRACT DOCUMENTS, PLANS, AND SPECIFICATIONS FOR FURNISHING AND
INSTALLING OF UNDERGROUND SUBSTRUCTURES AT 1151 WEST ARROW HWY.

PROJECT NO. LD2021-03

NOW THEREFORE, if said Principal is awarded a contract by said City, and, within the time and in the manner required under the heading "Instructions to Bidders" bound with said Specifications, enters into a written contract on the form of Agreement bound with said Specifications and furnished the required insurance and required bonds, one to guarantee faithful performance and the other to guarantee payment of labor and materials, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

In the event suit is brought upon this bond by said City and judgment is recovered, said Surety shall pay all costs incurred by said City in such suit, including a reasonable attorney's fee to be fixed by the court.

Principal _____ Surety _____
By _____ By _____

Its _____ Its _____

By _____ By _____

Its _____ Its _____

Surety signatures on this bond must be acknowledged before notary publics, and a legally sufficient power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

Bidder's Initials _____

INFORMATION REQUIRED OF BIDDERS

The bidder is required to supply the following information. Additional sheets may be attached if necessary. If requested by the City, the bidder shall furnish a notarized financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of his current financial condition.

1. Address _____
2. Telephone _____
3. Type of Firm: Individual () Partnership () Corporation ()
4. Corporation organized under the laws of the State of _____
5. Contractor's License: State _____ License No. _____
6. Contractor's License: Expiration Date _____
7. Department of Industrial Relations (DIR) Registration No. _____
8. Names and Titles of all officers of the firm: _____

9. Number of years of experience in projects of this type _____.
10. Three projects of this type recently completed:

Contract Amount	Type of Project	Date Completed	Name and Telephone Number of Owner
\$ _____	_____	_____	_____
\$ _____	_____	_____	_____
\$ _____	_____	_____	_____

11. Person who inspected site of work for your firm:

Date _____ Inspected by _____

Bidder's Initials _____

12. References:

The bidder is required to state what work of a similar character to that included in the proposed contract he/she has successfully performed and give references to verify responsibility, experience, skill, and business and financial standing. Minimum 3 references shall be provided. Additional numbered pages outlining this portion of the proposal may be attached to this page.

Reference 1		
Project Name:		
Type of Work:		
Year Completed:		
Contract Amount:		
Name / Address of Owner / Agency:		
Reference Contact:	Name: _____ Tel: _____	Title: _____

Reference 2		
Project Name:		
Type of Work:		
Year Completed:		
Contract Amount:		
Name / Address of Owner / Agency:		
Reference Contact:	Name: _____ Tel: _____	Title: _____

Bidder's Initials _____

Reference 3		
Project Name:		
Type of Work:		
Year Completed:		
Contract Amount:		
Name / Address of Owner / Agency:		
Reference Contact:	Name: _____ Tel: _____	Title: _____

Bidder's Initials _____

CONTRACTOR'S LICENSE DECLARATION
(Business and Professions Code Section 7028.15)

The undersigned declares that he or she is _____
(Title)
of _____ (Bidder),
(Company Name)

1. Contractor's License Number: _____ State _____

2. Contractor's License Classification: _____

3. Expiration date of Contractor's License: _____

4. Contractor's DIR Number: _____

5. Bidder shall attach their current company W-9 form.

6. Bidder acknowledges that Section 7028.15(e) of the Business and Professions Code provides as follows:

"A licensed contractor shall not submit a bid to a public agency unless his or her contractor's license appears clearly on the bid, the license expiration date is stated and the bid contains a statement that the representations therein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, shall be considered nonresponsive and shall be rejected by the public agency."

The undersigned declares under penalty of perjury that the forgoing is true and correct.

Executed on _____, 2021 at _____.
(Insert city and state where signed)

Name of Company

Type Name

Signature

Title

Bidder's Initials _____

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

_____ [NAME], being first duly sworn, deposes and says
that he/she is _____ [SOLE OWNER, PARTNER, PRESIDENT, ETC],
of _____ [CONTRACTOR], the party making the foregoing bid;

that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, not that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communications or conference with anyone to fix the bid price of said bidder or any other bidder, nor to fix any overhead, profit, or cost element of such bid price, nor of that of any other bidder, nor to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his or her general business.

Dated: _____ Signed: _____ [TITLE]

Subscribed and sworn to before me this ____ day of _____, 2021.

Notary Public

SEAL

Bidder’s Initials _____

CITY OF AZUSA
AGREEMENT

THIS AGREEMENT, made and entered into as of this _____ day of _____, 2021 by and between the CITY OF AZUSA, hereinafter called "City" and _____ hereinafter called "Contractor".

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I: For and in consideration of the payments and agreement hereinafter mentioned to be made and performed by said City, said Contractor agrees with said City to perform and complete in a workmanlike manner all work required under the City's Specifications entitled:

CONTRACT DOCUMENTS, PLANS, AND SPECIFICATIONS FOR FURNISHING AND
INSTALLING OF UNDERGROUND SUBSTRUCTURES AT 1151 WEST ARROW HWY
PROJECT NO. LD2021-03

in accordance with the Specifications and Drawings thereof, to furnish at his own expense all labor, materials, equipment, tools, supplies, transportation, utilities, bonds and insurance, permits and services necessary therefore, except such materials, equipment, and services as may be stipulated in said Specifications to be furnished by said City, and to do everything required by this Agreement and the said Specifications and Drawings.

ARTICLE II. For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools, and equipment, and doing everything required by this Agreement and the said Specifications and Drawings; also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any seen unforeseen difficulties which may arise during the prosecution of the work until its acceptance by said City, and for all risks of every description connected with the work; also for all expenses resulting from the suspension or discontinuance of work, except as in the said Specifications are expressly stipulated to be borne by said City; and for completing the work in accordance with the requirements of said Specifications and Drawings as directed by the Engineer, said City will pay and said Contractor shall receive, in full compensation therefore, the price(s) named in the Proposal.

ARTICLE III. The City hereby employs said Contractor to perform the work according to the terms of this Agreement for price(s) named in the Proposal, and agrees to pay the same at the time, in the manner, and upon the conditions as stipulated in the said Specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants contained.

ARTICLE IV. The Notice Inviting Bids, Instruction to Bidders, Proposal, Information Required of Bidder, the Faithful Performance Bond, the Labor and Material Bond, the General Conditions, Special Provisions, Technical Specifications, Plans, Drawings, and all Addenda issued by the City with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Agreement.

CITY OF AZUSA
AGREEMENT

ARTICLE V. All time limits stated in the Contract Documents are of the essence of this Agreement. No work, services, materials or equipment shall be performed or furnished under this Agreement unless and until a Notice to Proceed has been given to the Contractor by the City. City shall, with no liability to Contractor whatsoever, have an absolute right to withhold delivery of a Notice to Proceed until the expiration of statute of limitations for challenging the City's environmental review of this project. City shall, also with no liability whatsoever to Contractor, have an absolute right to cancel this Agreement in the event that litigation is filed against the City challenging the City's environmental review process. Notwithstanding the foregoing, the City's said right to cancellation must be exercised not later than 45 days following the bid opening date, and before delivery of a Notice to Proceed to Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and year first above written.

CONTRACTOR'S SIGNATURES MUST BE NOTARIZED AND THE NOTARY ACKNOWLEDGMENT MUST SPECIFY THAT THE SIGNER OF THE AGREEMENT IS AUTHORIZED TO EXECUTE THE AGREEMENT. THE CITY'S ATTORNEY SHALL DETERMINE THE SUFFICIENCY OF CONTRACTOR'S SIGNATURES, AND MAY REQUIRE NOTARIZED SIGNATURES FROM TWO OFFICERS IN THE EVENT THAT CONTRACTOR IS A CORPORATION.

CITY OF AZUSA

CONTRACTOR

By: _____

Robert Gonzales
Mayor

By: _____

Name: _____

Attest:

Title: _____

Jeffrey Lawrence Cornejo Jr.
City Clerk

(corporate seal)

Approved as to Form:

Best Best & Krieger LLP

Jeff F. Ferre
City Attorney

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that _____ as Contractor, and _____ as Surety, are held and firmly bound unto the City of Azusa, hereinafter called "City" in the sum of: _____ and no/100 (\$ _____) dollars, lawful money of the United States, said sum being not less than one hundred percent (100%) of the total Contract amount, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed agreement with said City to perform all work required under the City's Specifications entitled:

CONTRACT DOCUMENTS, PLANS, AND SPECIFICATIONS FOR FURNISHING AND
INSTALLING OF UNDERGROUND SUBSTRUCTURES AT 1151 WEST ARROW HWY
PROJECT NO. LD2021-03

NOW, THEREFORE, if said Contractor shall perform all the requirements of said agreement required to be performed on his part, at the times and in the manner specified herein and shall indemnify and save harmless the said City, its officers, employees and agents, as therein stipulated, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such alterations or extensions of the Contract is hereby waived by said Surety.

In the event suit is brought upon this Bond by said City and judgment is recovered, (or settlement made which is favorable to City), said Surety shall pay all costs incurred by said City in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this _____ day of _____, 2021 .

Principal _____ Surety
By _____ By _____

Its _____ Its _____

By _____ By _____

Its _____ Its _____

Surety's Phone _____

Address _____

ALL SIGNATURES ON THIS BOND MUST BE ACKNOWLEDGED BEFORE NOTARY PUBLICS, AND A LEGALLY SUFFICIENT POWER OF ATTORNEY MUST BE ATTACHED TO THE BOND TO VERIFY THE AUTHORITY OF ANY PARTY SIGNING ON BEHALF OF A SURETY.

LABOR AND MATERIAL BOND

KNOW ALL PERSONS BY THESE PRESENTS, that _____ as Contractor, and _____ as Surety, are held and firmly bound unto the City of Azusa, hereinafter called "City" in the sum of: _____ and no/100 (\$ _____) dollars, lawful money of the United States, said sum being not less than one hundred percent (100%) of the total Contract amount, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed agreement with said City to perform all work required under the City's Specifications entitled:

CONTRACT DOCUMENTS AND SPECIFICATIONS FOR FURNISHING AND
INSTALLING OF UNDERGROUND SUBSTRUCTURES AT 1151 WEST ARROW HWY

PROJECT NO. LD2021-03

THE CONDITION OF THE OBLIGATION IS SUCH THAT, if said Contractor or any of his Sub-contractors, fails to pay for any materials, equipment, or other supplies, or for rental of same used in connection with the performance of work contracted to be done or for work or labor thereon of any kind, or fails to pay any of the persons named in Section 3181, California Civil Code or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant or for any amounts required to be deducted, withheld and paid to the Employment Developmental Department or its successor(s) from the work of employees of the Contractor and his Sub-contractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay for the same in an amount not exceeding the sum specified above. This bond shall inure to the benefit of any persons named in Section 3181 of said California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond. This bond shall be subject to and include all of the consistent provisions of the Civil Code of the State of California relating to Payment Bonds for Public Works, including but not limited to Civil Code, Sections 3225-3226 and Section 3247-3252.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions

of said Contract release either said Contractor or said Surety, and notice of such alterations or extensions of the Contract is hereby waived by said Surety.

LABOR AND MATERIAL BOND

In the event suit is brought upon this bond by said City and judgment is recovered, (or settlement made which is favorable to City), said Surety shall pay all costs incurred by said City in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this _____ day of _____, 2021 .

Principal	Surety
By _____	By _____

Its _____	Its _____
-----------	-----------

By _____	By _____
----------	----------

Its _____	Its _____
-----------	-----------

Surety's Phone _____

Address _____

ALL SIGNATURES ON THIS BOND MUST BE ACKNOWLEDGED BEFORE NOTARY PUBLICS, AND A LEGALLY SUFFICIENT POWER OF ATTORNEY MUST BE ATTACHED TO THE BOND TO VERIFY THE AUTHORITY OF ANY PARTY SIGNING ON BEHALF OF A SURETY.

ESCROW AGREEMENT

FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into this _____ day of _____, 2021, by and between the CITY OF AZUSA, whose address is 213 E. Foothill Blvd., Azusa, California, 91702 (hereinafter called "City"); _____, whose address is _____, (hereinafter called "Contractor"); and _____, whose address is _____, (hereinafter called "Escrow Agent").

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

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, the Contractor has the option to deposit securities with the Escrow Agent as a substitute for retention earnings required to be withheld by the City pursuant to the Contract Agreement entered into between the City and Contractor for the construction of _____, in the amount of \$ _____ dated _____, (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the City shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the City within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the City and Contractor. Securities shall be held in the name of the City of Azusa, and shall designate the Contractor as the Beneficial Owner.
2. The City shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
3. When the City makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the City pays the Escrow Agent directly.
4. The Contractor shall be responsible for paying all fees for the expenses incurred by the Escrow Agent in administering the escrow account. These expenses and payment terms shall be determined by the Contractor and Escrow Agent.
5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by the Contractor at any time and from time to time without notice to the City.

ESCROW AGREEMENT

FOR SECURITY DEPOSITS IN LIEU OF RETENTION

6. The Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account by written authorization from the City to the Escrow Agent that the City consents to the withdrawal of the amount sought to be withdrawn by the Contractor.

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

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

9. The Escrow Agent shall rely upon the written notification from the City and the Contractor pursuant to Sections (1) to (8), inclusive, of this Agreement and the City and Contractor shall hold the Escrow Agent harmless from the Escrow Agent's release, conversion, and disbursement of the securities and interest as set forth above.

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

ESCROW AGREEMENT

FOR SECURITY DEPOSITS IN LIEU OF RETENTION

On behalf of the City:

City Manager

Signature

213 E. Foothill Blvd.

Azusa, CA 91702

Address

On behalf of Contractor:

Title

Name

Signature

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, the City and the Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

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

City:

City Manager

Signature

Contractor:

Title

Signature

GENERAL CONDITIONS

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

1.01 DEFINITIONS

Wherever the words defined in this Section, or pronouns used in their stead, occur in these Specifications or in any of the other Contract Documents, the intent and meaning shall be as follows:

(a) CITY. The City of Azusa, County of Los Angeles, State of California. The terms City and Owner may be used interchangeably.

(b) CITY COUNCIL. The duly elected Council of the City of Azusa.

(c) CITY ENGINEER and ENGINEER. The City Engineer of the City of local jurisdiction, or an authorized deputy, agent, representative or inspector. The designated Engineer for Azusa Light & Water for this Contract is listed in the Special Provisions and is also referred to as the "City Representative or "Representative" in the Contract Documents.

(d) CONTRACTOR. Contractor shall mean the party entering into contract with the City for performance of the work called for in these Specifications and shown on the Drawings, including the Contractor's authorized agents.

(e) SUBCONTRACTOR. Subcontractor shall mean any person, firm, or corporation entering into agreement with the Contractor for performance of any part of the Contractor's obligation under the Contract.

(f) CONTRACT. Contract shall mean the Contract Documents and shall include the written agreement entered into by the City and the Contractor for the performance of work described in the Specifications and shown on the Drawings, together with the Notice Inviting Bids, the Instructions To Bidders, the Proposal, the Information Required of Bidders, the Specifications, the Plans, the Drawings, all Addenda issued by the City with respect to the foregoing prior to the opening of bids, and all Change Orders issued by the City and signed by the Contractor pertaining to the Contract after the Contract is awarded.

(g) SPECIFICATIONS. Specifications shall mean the Contract Documents consisting of written requirements for the General Conditions, the Special Provisions and the Technical Specifications of the Contract, together with all Addenda and Change Orders issued with respect thereto. All work performed shall be in accordance with the Standard Specifications for Public Works Construction (SSPWC), current edition, except as modified herein. In case of conflict between SSPWC and the Contract Documents, the Contract Documents shall prevail.

(h) DRAWINGS. Drawings, Plans, or Contract Drawings shall mean those drawings accompanying the Specifications which show the location, nature, extent and form of the work, together with applicable details.

(i) SHOP DRAWINGS. Drawings, diagrams, illustrations, schedules, performance charts, brochures and other data prepared by the Contractor or any Subcontractor, manufacturer, supplier or distributor, which illustrates how specific portions of the work shall be fabricated and/or installed. Shop Drawings are not considered to be part of the Contract Documents.

1.02 ABBREVIATIONS

Wherever the following abbreviations are used they shall have the meanings listed:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AI	The Asphalt Institute
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
API	American Petroleum Institute
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing Materials
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association, Inc.
CRSI	Concrete Reinforcement Steel Institute
NEMA	National Electrical Manufacturer's Association
NIC	Not in Contract
NTS	Not to Scale
OAE	Or Approved Equal
OSHA	Occupational Safety and Health Act
PCA	Portland Cement Association
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction
UBC	Uniform Building Code
UPC	Uniform Plumbing Code
USACE	United States Army Corps of Engineers
U/L	Underwriters Laboratories, Inc.

*** END OF SECTION 1 ***

SECTION 2 - SPECIFICATIONS AND DRAWINGS

2.01 INTERPRETATION OF SPECIFICATIONS AND DRAWINGS

The Specifications and the Drawings are intended to be explanatory of each other. Any work indicated in the Drawings and not in the Specifications, or vice versa, shall be executed as if indicated in both. As the figured dimensions shown on the Drawings and in the Specifications of the Contract may not in every case agree with scale dimensions, the figured dimensions shall be followed in preference to the scaled dimensions, and drawings to a large scale shall be followed in preference to the Drawings to a small scale. Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Contract Documents, the Contractor shall apply to the Engineer for such further explanations as may be necessary, and shall conform thereto as part of the Contract. In the event of any doubt or question arising respecting the meaning of the Specifications or Drawings, reference shall be made to the Engineer and the Engineer's decision therein shall be final.

2.02 CONFLICTS BETWEEN SPECIFICATIONS AND DRAWINGS

In case of conflict between the Specifications and the Drawings, the Specifications shall govern over the Drawings. In cases of conflict between the General Conditions and Special Provisions of the Specifications, the Special Provisions shall govern over the General Conditions.

2.03 STANDARD SPECIFICATIONS

A reference to the Standard Specifications shall mean "Standard Specifications for Public Works Construction" (SSPWC), the current edition and amendments. All work performed shall conform to the SSPWC.

2.04 SHOP DRAWINGS

(a) Wherever called for in these Specifications or on the Drawings, or where required by the Engineer, the Contractor shall furnish to the Engineer for review six (6) prints of each Shop Drawing. The Shop Drawings shall be approved by the Contractor prior to submittal to the Engineer. Unless otherwise required, said drawings shall be submitted at a time sufficiently early to allow review of same by the Engineer, and to accommodate the rate of construction progress required under the Contract.

(b) The Contractor shall stamp all six copies of the Shop Drawings stating his approval of the submittal and that the Contractor has determined and verified all field measurements and quantities, field construction criteria, materials, catalog numbers and similar data, and that the Contractor has reviewed and coordinated the information in the Shop Drawings with the requirements of the work and the Contract Documents. Any Shop Drawings submitted without complying with this Section will not be reviewed by the Engineer.

(c) Except as may be otherwise provided in the Special Provisions, the Engineer will return two prints of each Shop Drawing to the Contractor, with comments noted thereon, within 15 calendar

days following their receipt at the Engineer's office. The Contractor shall make a complete and acceptable submittal to the Engineer by the second submission of drawings. The City reserves the right to withhold moneys due the Contractor to cover additional costs of the Engineer's review beyond the second submittal.

(d) If the Shop Drawings are returned to the Contractor marked APPROVED AS SUBMITTED, formal revision and re-submittal of said drawing will not be required.

(e) If the Shop Drawings are returned to the Contractor marked APPROVED AS NOTED, formal revision and re-submittal of said drawing will not be required, but the noted correction will be adhered to by the Contractor.

(f) If one print of the Shop Drawing is returned to the Contractor marked REVISE AND RESUBMIT the Contractor shall revise said drawing and shall resubmit six (6) copies of said revised drawing to the Engineer.

(g) If one print of the Shop Drawing is returned to the Contractor marked NOT APPROVED, Contractor shall resubmit six (6) copies of a material or installation process specified in the Contract Documents and/or acceptable to the Engineer.

(h) Fabrication of an item shall not be commenced before the Engineer has reviewed the pertinent Shop Drawings and returned copies to the Contractor marked either APPROVED AS SUBMITTED or APPROVED AS NOTED. Revisions indicated on Shop Drawings shall be considered as changes necessary to meet the requirements of the Contract Drawings and Specifications and shall not be taken as the basis of claims for extra work. The Contractor shall have no claim for damages or extension of time due to any delay resulting from the Contractor's having to make the required revisions to Shop Drawings (unless review by the Engineer of said drawings is delayed beyond a reasonable period of time and unless the Contractor can establish that the Engineer's delay in review actually resulted in a delay in the Contractor's construction schedule). The review of said drawings by the Engineer will be limited to checking for general agreement with the Specifications and Drawings and shall in no way relieve the Contractor of responsibility for errors or omissions contained therein, nor shall such review operate to waive or modify any provision contained in the Specifications or Contract Drawings. Fabricating dimensions, quantities of material, applicable code requirements and other Contract requirements shall be the Contractor's responsibility.

2.05 REFERENCE TO STANDARDS, PUBLICATIONS, OR STANDARD SPECIFICATIONS

Any reference made in the Specifications or Drawings to any specification, standard, or publication of any organization shall, in the absence of a specific designation to the contrary, be understood to refer to the latest edition of the specification, standard or publication in effect as of the date of advertising the work.

2.06 REFERENCE TO PROPRIETARY PRODUCTS

Where references to proprietary products appear in the Specifications or Drawings, whether or not followed by the words "or approved equal", it is for the purpose of establishing an acceptable standard of quality or design. Unless a substitute is expressly prohibited, the Contractor may request approval of a substitute for any such proprietary product. Such approval normally will not be given by the Engineer prior to award of a Contract. A request for substitution must be in writing and must include descriptive literature, specifications, test reports or samples, as appropriate, to enable the Engineer to determine the acceptability of the product proposed for substitution. If substitution is requested as part of a Shop Drawing submittal, the item(s) proposed for substitution shall be clearly indicated. No substitute product shall be used on the work until written approval has been received from the Engineer. Any revisions to structures, piping, mechanical, electrical, instrumentation, or any other work made necessary by such substitution must be approved by the Engineer and the entire cost of these revisions shall be borne by the Contractor.

2.07 SPECIFICATIONS AND DRAWINGS FURNISHED TO CONTRACTOR

The City will furnish to the Contractor two sets of Contract Documents including Specifications together with Drawings. Additional quantities of Specifications and Drawings will be furnished at reproduction cost. Contractor shall maintain a clean, undamaged set of Contract Documents at the project site at all times.

2.08 AS-BUILT DRAWINGS

The Contractor shall maintain, on the job site, a set of full-size blueline or blackline prints of the Contract Drawings. On these the Contractor shall mark all as-built conditions, locations, configurations, and other details which may vary from the details represented on the original drawings. This master record of as-built conditions, including all revisions made necessary by addenda, change orders and field conditions shall be maintained up-to-date during the progress of the work.

In the case of those drawings which depict the detailed requirement for equipment to be assembled and wired in the factory, such as motor control centers and instrumentation, the as-built drawings shall be updated by indicating those portions which are superseded by final Shop Drawings, and by including a reference note describing the Shop Drawings by manufacturer, drawing and revision number and date.

Upon completion of the work but prior to final acceptance, the as- built drawings maintained by the Contractor shall be delivered to the City or Engineer.

***** END OF SECTION 2 *****

SECTION 3 - CITY-ENGINEER-CONTRACTOR RELATIONS

3.01 AUTHORITY OF CITY

- (a) The work and the manner of performing the same shall be done to the satisfaction and approval of the City.
- (b) The Contract Documents do not purport to control the method of performing the work but only the requirements as to the nature of the completed work. The Contractor shall assume the entire responsibility for methods of performing the work.

3.02 AUTHORITY OF THE ENGINEER

- (a) The Engineer is the agent of the City and is employed to act as advisor and consultant to the City in engineering matters relating to the Contract. The City has delegated its authority under this Contract to the Engineer to determine the amount, quality, acceptability and fitness of the several kinds of work, material and equipment which are to be paid for under the Contract; to decide for the City all questions relative to the construction, meaning and intent of the Contract Documents; to decide all questions relative to the classification, measurements of quantities, materials and the fulfillment of this Contract, and to reject or condemn all work or material which does not conform to the terms of this Contract to recommend, for consideration and action of the City, progress payments and change orders. The Engineer's decision in all matters is the decision of the City and can only be changed in writing by the City Manager of the City.
- (b) It is expressly agreed and understood that the Engineer will have no liability whatsoever resulting from the obligations entered into under the Contract; that the City must look solely to the Contractor for the furnishing of the work; that the Contractor and City must look solely to each other for the enforcement of any claims or liabilities arising under or by reason of the Contract. If the Contractor files any suit arising under the Contract and names the Engineer as a party and if no recovery is had against the Engineer, then the Engineer shall recover damages from the Contractor for reasonable attorney's fees for time spent by the attorney for the Engineer in the defense of the suit and the Engineer shall recover from the Contractor and be paid by the Contractor at the rate of \$1,000.00 per day for the time of the Engineer required in connection with the preparation and defense of the suit. This provision is specifically intended as a Contract between the Contractor and the City for the benefit of the Engineer.

3.03 INSPECTION AND TESTING

- (a) All materials furnished and all work performed under the Contract shall be subject to inspection by the Engineer. Such inspection may include mill, plant, shop or field inspection as required. The Engineer shall be permitted access to all parts of the work, including plants where material or equipment are manufactured or fabricated, and the Engineer shall be furnished with such materials, information and assistance by the Contractor and Subcontractors and suppliers as is required to make a complete and detailed inspection.

(b) Work done in the absence of prescribed inspection may be required to be removed and replaced under proper inspection, and the entire cost of removal and replacement, including the cost of all materials which may be furnished by the City and used in the work thus removed, shall be borne by the Contractor, regardless of whether the work removed is found to be defective or not. Work shall not be covered up without the authority of the Engineer. If so covered without authority, the work, upon order of the Engineer, shall be uncovered to the extent required, and the Contractor similarly shall bear the entire cost of performing all the work and furnishing all the material necessary for the removal of the covering and its subsequent replacement, as directed and approved by the Engineer.

(c) Except as otherwise provided herein, cost for ordinary City inspection fees will be paid by the City. All inspection fees and costs imposed by agencies other than the City and extraordinary inspection by the City shall be paid by the Contractor.

(d) The Engineer will make, or have made, such tests as he deems necessary to insure that the work is being accomplished in accordance with the requirements of the Contract. Unless otherwise specified in the Special Provisions, the cost of such testing will be borne by the City. In the event such tests reveal non-compliance with the requirements of the Contract, the Contractor shall bear the cost of such corrective measures deemed necessary by the Engineer, as well as the cost of subsequent re-testing.

(e) The City will provide inspection for an 8-hour day and 40-hour work week for Monday through Friday. Overtime inspection shall be paid for by Contractor. No work shall be performed on weekends unless approved in writing by the City. Any shutdown of any portion of the City's water system will take place on Monday, Tuesday, Wednesday, or Thursday only; other times by agreement between the Contractor and City. The Contractor shall reimburse the City at rates established by the City for inspection in excess of the foregoing including legal holidays.

3.04 CONTRACTOR'S PLANT AND EQUIPMENT

The Contractor shall at all times be responsible for the adequacy, efficiency and sufficiency of the Contractor's plant and equipment and any Subcontractor's plant and equipment.

3.05 ASSIGNMENT OF CONTRACT

(a) The Contractor shall not assign, sublet, sell, transfer or otherwise dispose of the Contract or any portion thereof, or his right, title or interest therein, or his obligations thereunder, without the prior written consent of the City. The City shall have no obligation whatsoever to provide such written consent.

(b) If the Contractor violates the provisions of this section, the Contract may be terminated at the option of the City and the City shall be relieved of all liability and obligations to the Contractor, and to his assignee or transferee, growing out of such termination.

3.06 SUBCONTRACTS

(a) All proposed Subcontractor's shall be listed by the Contractor at the time of bid opening and shall be contained in the Information Required of Bidders. The Contractor may request a replacement of a previously approved Subcontractor only through the specific procedures contained in Public Contract Code, Section 4107. Any such request is subject to approval by the City.

(b) The Contractor shall perform not less than 50 percent of the work with his own forces (i.e., without subcontracting). This requirement shall be understood to refer to work, the value of which totals not less than 50 percent of the Contract price. Refer to Section 2-3 of the SSPWC for clarification.

(c) In the City's discretion, subject to the requirements of Section 3.07(a), subcontracts may be permitted to such extent as shall be shown to be necessary or advantageous to the Contractor in the prosecution of the work and without injury to the City's interests. The re-subletting of work by a Subcontractor shall be subject to the same limitations as an original subletting. Each Subcontractor shall be properly licensed for the type of work which he is to perform.

(d) A copy of each subcontract, if in writing (or if not in writing, then a written statement signed by the Contractor giving the name of the Subcontractor and the terms and conditions of each subcontract), shall be filed promptly with the Engineer upon the Engineer's request. Each subcontract shall contain a reference to the Contract between the City and the Contractor, and the terms of that Contract shall be made a part of each subcontract insofar as applicable to the work covered thereby. Each subcontract shall provide for annulment of same by the Contractor upon written order of the Engineer if, in the Engineer's opinion, the Subcontractor fails to comply with the requirements of the prime Contract insofar as the same may be applicable to this work.

(e) The Contractor shall be responsible to the City for the acts and omissions of his Subcontractors and their employees to the same extent as the Contractor is responsible for the acts and omissions of employees. Nothing contained in this section shall create any contractual relationship between any Subcontractor and the City or Engineer or relieve the Contractor of any liability or obligation under the prime Contract.

(f) The Contractor shall be permitted to rent equipment maintained and operated as long as the work performed is directed and constantly supervised by the Contractor. Any other arrangement will be construed as unauthorized subcontracting and such action will be subject to Contract termination.

3.07 CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS

The Contractor shall at all times be responsible for the adequacy, efficiency and sufficiency of persons employed by the Contractor and any Subcontractor or persons employed by the Subcontractor. All workmen must have sufficient knowledge, skill and experience to perform properly the work assigned to them.

3.08 ATTENTION TO WORK

The Contractor shall supervise the work and at all times shall be represented by a competent English speaking superintendent who shall receive and obey all instructions or orders given under the Contract, and who shall have full authority to execute the same, and to supply materials, tools and labor without delay, and who shall be the legal representative of the Contractor.

3.09 SERVICE OF NOTICES

Any notice, order, direction, request or other communication given by the City to the Contractor under the Contract shall be deemed to be well and sufficiently given to the Contractor if left at any office used by the Contractor, or delivered to any of the Contractor's officers, or mailed in any post office addressed to the Contractor at the address mentioned in the Contract, or at the Contractor's last known place of business. If mailed it shall be deemed to have been given to and received by the Contractor two days after the day of mailing in any post office in the vicinity of the work.

3.10 DEVIATION FROM CONTRACT

The Contractor shall not make any alteration or variation in or addition to or deviation or omission from the Contract without the advance written consent of the City.

3.11 SUSPENSION OF WORK

The Engineer acting on behalf of the City may, by written notice to the Contractor, suspend the work, in whole or in part, for such period or periods as he may deem necessary due to unsuitable weather, delay in delivery of City furnished equipment or materials, or such other conditions as are considered unfavorable for prosecution of the work, or failure on the part of the Contractor to carry out the provisions of the Contract or to provide material or workmanship meeting the requirements of the Specifications. Suspended work shall be resumed by the Contractor within a reasonable time, as designated by the Engineer, after receipt from the Engineer of written notice to proceed. Contractor shall not be entitled to receive extra or additional compensation, except as may otherwise be provided for explicitly in the Contract Documents, on account of suspension of work pursuant hereto.

3.12 TERMINATION OF CONTRACT BY CITY (CONTRACTOR NOT AT FAULT)

The City may terminate the Contract upon ten calendar days written notice to the Contractor, if it is found that reasons beyond the control of either the City or Contractor make it impossible or against the City's interests to complete the work. In such a case, the Contractor shall have no claims against the City except (1) for the value of work performed up to the date the Contract is terminated, and (2) for the cost of materials and equipment on hand, in transit, or on definite commitment as of the date the Contract is terminated, which would be needed in the work and which meet the requirements of the Specifications. The value of work performed and the cost of materials and equipment delivered to the site, as mentioned above, shall be determined by the Engineer in accordance with the procedure prescribed for the making of the final estimate and payment and shall be paid in accordance with the same procedure.

3.13 TERMINATION OF CONTRACT BY CITY (CONTRACTOR AT FAULT)

(a) The City may terminate the Contract upon ten calendar days written notice to the Contractor in the event of any default by the Contractor. Without limitation, it shall be considered a Contract default whenever the Contractor shall: (1) declare bankruptcy, become insolvent or assign assets for the benefit of creditors, (2) disregard or violate important provisions of the Contract Documents or Engineer's instruction or fail to prosecute the work according to the approved progress schedule, or (3) fail to provide a qualified superintendent, competent workmen or Subcontractors, or materials or equipment meeting the requirements of the Specifications and Drawings.

(b) In the event the Contract is terminated, the City may take possession of the work and of all materials, which have been provided in connection with the work and may complete the work by whatever method or means is selected. The cost of completing the work shall be deducted from the balance which would have been due the Contractor had the Contract not been terminated and the work completed in accordance with the Specifications and Drawings. If such cost exceeds the balance which would have been due, the Contractor shall pay the excess amount to the City. If such cost is less than the balance which would have been due, the Contractor shall have no claim to the difference except to such extent as may be necessary, in the opinion of the Engineer, to reimburse the Contractor or the Contractor's sureties for any expense properly incurred for materials, tools, equipment, property and labor devoted to the execution of the work, of which the City shall have received the benefit. In computing such expense, as it relates to equipment and property, the salvage value at completion of the work shall be deducted from the depreciated value at the time the Contract was terminated and the difference shall be considered as an expense.

3.14 TERMINATION OF CONTRACT BY CONTRACTOR

The Contractor may terminate the Contract upon ten calendar days written notice to the City whenever: (1) the entire work has been suspended in accordance with Section 3.12, for 60 consecutive calendar days through no fault or negligence of the Contractor and notice to resume work or to terminate the Contract has not been received from the City within this time period, or (2) the City shall fail to pay the Contractor any substantial sums due in accordance with the terms of the Contract and within the time limits prescribed. In the event of such termination, the Contractor shall have no claims against the City except for those claims specifically enumerated in Section 3.13 and determined in accordance with that section.

3.15 FAILURE TO COMPLY

If the Contractor should refuse or neglect to comply with the provisions of the Contract or the orders of the Engineer, the City may have such provisions or orders carried out by others at the expense of the Contractor.

3.16 PROTESTS

If the Contractor considers any work demanded of him to be outside the requirements of the Contract, or if he considers any order or ruling of the Engineer, or of any inspector to be unfair, he shall, immediately upon such work being demanded or such order or ruling being made, ask for

written instructions or decision, whereupon he shall proceed without delay to perform the work or to conform to the order or ruling; but unless the Contractor finds such instructions or decisions satisfactory, he shall, within five (5) days after receipt of same, file a written protest with the Engineer, stating clearly and in detail any objections and the reasons therefore. The Engineer shall, as soon as practicable after receipt of such written protest from the Contractor, forward said protest through appropriate channels to the City including any written comments on the issue or issues involved. The decision of the City on all such matters shall be considered final and binding upon all parties concerned. Except for such grounds for protests or objections as are made of record in the manner specified and within the time stated herein, the Contractor hereby waives all grounds for protests or objections to the orders, rulings, instructions or decisions of the Engineer and hereby agrees that, as to all matters not included in such protest, the orders, instructions and decisions of the Engineer shall be final and conclusive.

3.17 RIGHTS-OF-WAY

(a) Lands or rights-of-way for the work to be constructed under the Contract will be provided by the City as shown on the Drawings. Nothing contained in the Specifications or Drawings shall be interpreted as giving the Contractor exclusive occupancy of the lands or rights-of-way provided. Any additional lands or rights-of-way required for construction operations shall be provided by the Contractor at the Contractor's own expense.

(b) Except as may otherwise be provided, the Contractor shall secure from the agencies having jurisdiction the necessary permits to create obstructions, to make excavations if required under the Contract and to otherwise encroach upon rights-of-way and shall present evidence to the Engineer that such permission has been granted before work is commenced. Regulations and requirements of all agencies concerned shall be strictly adhered to in the performance of this Contract, including the furnishing of insurance and bonds if required by such agencies. The enforcement of such requirements under this Contract shall not be made the basis for claims for additional compensation.

(c) The Contractor shall not do any work that would affect any oil, gas, sewer, storm drain, or water pipeline, any telephone, telegraph, or electric transmission line, fence, or any other structure, nor enter upon the rights-of-way involved until notified by the Engineer that the City has secured authority therefore from the proper party. After authority has been obtained, the Contractor shall give said party due notice of any intention to begin work and shall give said party convenient access and every facility for removing, shoring, supporting, or otherwise protecting such pipeline, transmission line, ditch, fence or structure and for replacing same. The Contractor shall not be entitled to any extension of time or extra compensation on account of any postponement, interference, or delay caused by any such pipeline, transmission line, fence or structure being on the line of the work except as provided herein.

3.18 CONSTRUCTION INTERFERENCE

(a) As used in this section, the word "utility" shall be understood to include tracks, overhead or underground wires, cables, pipelines, conduits, ducts, sewers or storm drains. The term "service connection" shall be understood to mean all or any portion of a pipeline (including sewer house laterals), conduit, wire, cable or duct, including meter, between a utility distribution line and an individual customer or customers when served by a single service connection. The term

"construction interference" shall be understood to include any utility or service connection within the limits of excavation or over excavation required for the work under the Contract as shown, or ordered by the Engineer, or any utility, or service connection located in the space which will be required by any of the work under the Contract.

(b) In the event any utility or service connection is required to be disturbed or removed to permit construction of a pipeline or other structure under the Contract, such disturbance or removal shall be done only with the approval of the Engineer and following notification to the owner of the interfering utility or service connection. Any such utility or service connection removed or otherwise disturbed shall be reconstructed as promptly as possible in its original or other authorized location in a condition at least as good as prior to such removal or disturbance, subject to the inspection of the owner of same. The Contractor's responsibility under this section to remove or replace shall apply even in the event such damage or destruction occurs after backfilling or is not discovered until after completion of backfilling. The owner of the utility or service connection shall be notified immediately after damage or destruction occurs or is discovered.

(c) During the performance of the work under this Contract, the owner of any utility affected by the work shall have the right to enter when necessary upon any portion of the work for the purpose of maintaining service and to make repairs to said utility.

(d) The Drawings show the approximate positions of known utilities in the immediate vicinity of the work but the City does not guarantee that all existing utilities are shown. Service connections normally are not shown on the Drawings. The Contractor, before commencing any excavation, shall ascertain from records or otherwise, the existence, horizontal and vertical position and ownership of all existing utilities and service connections. If the Contractor discovers any utility in the line of the work which is not shown on the Drawings, he shall immediately notify the Engineer of the existence of same. The City will not be liable for any consequences arising as a result of a service connection being incorrectly located in the field by the agency having jurisdiction over said service connection.

(e) All costs involved in removing, relocating, protecting, supporting, repairing, maintaining or replacing a main or trunkline utility which actually constitutes a construction interference when said utility is not shown with reasonable accuracy as an interference or is omitted from the Drawings, will be paid for by the City as extra work. In such case, the City also will compensate the Contractor for equipment on the project necessarily idled during and by reason of such work. The City's obligation to repair damage to such a facility and to compensate the Contractor for idled equipment shall not extend to damage resulting from the failure of the Contractor to use reasonable care.

(f) All costs involved in removing, relocating, protecting, supporting, repairing, maintaining or replacing any utility or service connection other than those described in Subsection (e) herein shall be borne by the Contractor.

(g) The Contractor shall not be assessed liquidated damages for failure to complete the work on time to the extent that such delay was caused by failure of the City or of the agency having jurisdiction over the utility or service connection to authorize or otherwise provide for its removal, relocation, protection, support, repair, maintenance or replacement.

(h) The City reserves the right, upon determination of the actual position of existing utilities and service connections, to order changes in alignment or grade of the City's pipelines when, by so doing, the necessity for relocation of existing utilities or service connections will be avoided. Such changes will be ordered in writing by the Engineer. Where applicable, adjustment in the Contract price will be on the basis of the unit prices stated in the proposal. Where unit prices in the proposal are not applicable, adjustment in Contract price will be in accordance with Section 5.13.

3.19 SURVEYING

(a) All surveying necessary and adequate for construction purposes shall be done by the Contractor.

(b) The Contractor shall give two (2) working days' notice, in writing, before surveying services are to commence for laying out any portion of the work, and he shall dig all holes necessary for line and grade stakes. The Contractor shall preserve all stakes set for the lines, grades or measurements of the work in their proper places until authorized to remove them by the Engineer. Any expenses incurred in replacing said stakes that the Contractor may have failed to preserve shall be borne by the Contractor.

(c) Grades for all work will be set on the surface of the ground and the Contractor shall transfer them to the construction as necessary. At no time shall less than three (3) consecutive grade points be used in common so that any variation from a straight grade can be detected. Any such variation shall be reported to the Engineer and in the absence of such report, the Contractor shall be responsible for any error in the grade of the finished work.

(d) The Contractor shall preserve all bench marks, stakes and other survey marks, and in case of their removal or destruction by the Contractor's employees or by a Subcontractor's employees, he shall be liable for the cost of their replacement.

3.20 SUPERVISION AND INSPECTION

(a) The Engineer shall decide within the provisions of the Specifications all questions which may arise concerning the quality or acceptance of materials furnished and work performed and all questions concerning the acceptable fulfillment of the Contract by the Contractor.

(b) All work shall be done in a thorough and workmanlike manner under the direction and to the satisfaction of the Engineer, and the materials used shall comply with these Specifications. Work shall be started and continued at such time and at such points as may be designated by the Engineer and shall be carried on diligently and without unnecessary delay.

(c) Each day the Contractor shall furnish the Engineer a duplicate copy of all delivery and shipment tags or slips for all materials delivered on the work. Tags or slips shall show the actual quantity of material received on the work. No materials shall be used on the work until such tags or slips have been furnished to the Engineer.

(d) All tests of materials shall be made under the direction of the Engineer. The costs of tests for materials shall be borne by the Contractor and shall be included in the unit prices for appropriate items of work. At the Contractor's own expense the materials for testing shall be delivered at the time and to the place designated by the Engineer. Should the materials fail, the retesting cost shall be borne by the Contractor.

(e) The Contractor shall prosecute work only in the presence of the Engineer or his designated representative, and any work done in the absence of said Engineer or his designated representative shall be subject to rejection for that reason. The Contractor shall give written notice to the Engineer at least 24 hours before beginning any work and shall furnish said Engineer all reasonable facilities for obtaining full information respecting the progress and manner of work.

(f) Any day shall be considered as a normal work day except Saturdays, Sundays or legal holidays or days on which the Contractor is specifically required by the Specifications, by labor contract, or by law to suspend construction operations, or is prevented from working at the beginning of the work day for cause defined in Section 6 of the SSPWC or conditions resulting therefrom, or is prevented from proceeding with at least 75 percent of the normal labor and equipment force for at least five (5) hours toward completion of the current controlling operation shall be considered as a normal work day.

3.21 OBSERVING LAWS AND ORDINANCES

(a) The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances and regulations which may affect the conduct of the work, those engaged or employed by the Contractor, the materials used, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the work. The Contractor shall observe and comply therewith, and shall protect and indemnify the City against any claim or liability arising from or based on the violation thereof.

(b) The Contractor shall secure and pay for all necessary permits, licenses and make all necessary deposits before starting work.

3.22 COORDINATION WITH COMMUNITY AGENCIES

(a) The Contractor shall notify the local Police Department, Fire Department and refuse contractor of any construction causing street closure forty-eight (48) hours prior to start of such closure.

(b) The Contractor also shall be responsible for notifying, in writing, affected businesses and residents forty-eight (48) hours prior to start of construction or street closures.

3.23 FIRE HYDRANTS

(a) Free access shall be provided to all ALW fire hydrants at all times. The Contractor shall not draw any water from a fire hydrant for use on the work, other than for extinguishing fire, without first obtaining permission, and a hydrant meter, from the City of Azusa.

(b) Whenever required by the City of Azusa, the Contractor shall obtain a fire hydrant meter to record water usage. A deposit as established by the City of Azusa shall be paid by Contractor and refunded upon return of said hydrant meter. The water usage fees shall be paid as defined in the Special Provisions.

3.24 LOSS AND DAMAGE

(a) All loss or damage to the City or to third persons, occurring during the progress of the work being performed under this Contract, which loss or damage occurs before acceptance of the work by the City and which results from: (1) the negligence of the Contractor, or Contractor's agents or employees, or (2) any act or omission on the part of the Contractor or Contractor's agent or employees which is not authorized by these Specifications shall be sustained and borne by the Contractor.

(b) Excavation shall be braced in accordance with CAL OSHA Standards so that they will be safe and the ground alongside the excavations will not slide or settle, and all existing improvements of any kind, either on public or private property, shall be fully protected from damage. If any damage does result, the necessary repairs as directed by the City Engineer, shall be made by and at the expense of the Contractor.

(c) Performance under this Contract by the Contractor shall not be excused by any unforeseen obstruction or difficulties which may be encountered, including damage to or destruction of the project under construction by action of the elements or otherwise.

3.25 USE OF IMPROVEMENT DURING PROGRESS OF CONSTRUCTION

At any time during the progress of work, ALW may, upon written notice to the Contractor, take over and utilize the whole or any part of the improvement or appurtenance thereto which has been completed, giving if desired, permits to utilize same. Such uses by ALW shall not constitute acceptance of that part of the improvement. The Contractor shall continue to guarantee the improvement per Section 4.09 of these General Conditions.

3.26 ALTERNATIVE METHODS OF CONSTRUCTION

Whenever the Drawings and Specifications provide that more than one specified method of construction or more than one specified type of construction equipment may be used to perform portions of the work and leave the selection of the method of construction or the type of equipment to be used up to the Contractor, it is understood that the City does not guarantee that every such method of construction or type of equipment can be successfully used throughout all or any part of any project. It shall be the Contractor's responsibility to select and use the alternative(s) which will satisfactorily perform the work under the conditions encountered. In the event some of the alternatives are not feasible or it is necessary to use more than one of the alternatives on the project, full compensation for any additional cost involved shall be considered as included in the Contract price paid for the item of work involved and no additional compensation will be allowed therefore.

3.27 EXAMINATION OF WORK

(a) Contractor must examine the location, physical conditions and surroundings of the proposed work and judge for themselves the nature of the excavation to be made and the work to be done.

(b) The Drawings for the work show conditions as they are supposed or believed to exist by the Engineer, but it is not intended or to be inferred that the conditions as shown thereon constitute a representation or warranty, express or implied, by the City or its officers, that such conditions are actually existent, nor shall the Contractor be relieved of the liability under this Contract, nor the City or any of its officers be liable for any loss sustained by the Contractor as a result of any variance between conditions as shown on the Drawings and the actual conditions revealed during the progress of the work or otherwise.

(c) Execution of the Contract shall be conclusive evidence that the Contractor has satisfied himself through his own investigation as to the conditions to be encountered; the character, quality and quantity of work to be performed; materials and equipment to be furnished; and all requirements of the Drawings and Specifications.

***** END OF SECTION 3 *****

SECTION 4 - MATERIAL, EQUIPMENT AND WORKMANSHIP

4.01 QUALITY

(a) Material and equipment shall be new and of the quality specified. All work shall be executed in conformity with the best accepted standard practice of the trade so as to contribute to maximum efficiency of operation, accessibility and appearance, and minimum cost of maintenance and construction of future alterations and additions.

(b) Whenever the Contractor shall furnish materials or manufactured articles or shall do work for which no detailed Specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation or, if not ordinarily carried in stock, shall conform to the usual standards for first-class materials or articles of the kind required with due consideration of the use to which they are to be put. In general, the work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the work as a whole or in part.

4.02 SAMPLES AND TESTS OF MATERIAL

(a) Samples of materials to be supplied by the Contractor shall be prepared and submitted for checking, if required by the Specifications or the Engineer. The samples or test specimens shall be prepared and furnished with information as to their source in such quantities and sizes as may be required, with all freight and charges prepaid.

(b) All samples shall be submitted before shipment of the material to the site of the work and in ample time to permit the making of proper tests, analyses, examinations, rejections and resubmissions before the time at which it is desired to incorporate the material into the work. All tests of materials furnished by the Contractor will be made by the Engineer in accordance with recognized standard practice. No such materials shall be used in the work unless or until they have been accepted in writing by the Engineer and samples of materials will be retained by the Engineer for reference and comparison purposes.

(c) The cost of material inspection and testing in the vicinity of the work unless specified otherwise herein, will be borne by the City. If the inspection and testing of material in the vicinity of the work is not practicable, the Contractor may request such inspection and testing take place at the point of manufacture. In such an event, the additional cost to the City of remote inspection and testing shall be paid for by the Contractor. Such additional costs will consist of reimbursement for travel time and expense to and from the remote point.

4.03 PROOF OF COMPLIANCE WITH CONTRACT

In order that the Engineer may determine whether the Contractor has complied with the requirements of the Contract Documents not readily determinable through inspection and tests of plant, equipment, work or materials, the Contractor shall, at any time when requested, submit to the Engineer properly authenticated documents or other satisfactory proof as to compliance with such requirements.

4.04 SAFEGUARDING OF EQUIPMENT, MATERIAL AND WORK

The Contractor shall properly safeguard all equipment, material and work against loss, damage, malicious mischief or tampering by unauthorized persons until acceptance of the work by the City. Locked and covered storage or continuous surveillance by a watch- man shall be provided if required to accomplish this purpose.

4.05 DEFECTIVE MATERIAL, EQUIPMENT AND WORKMANSHIP

(a) Inspection of the work shall not relieve the Contractor of any of his obligations under the Contract. Even though equipment, material or work required to be provided under the Contract have been inspected, accepted and estimated for payment, the Contractor shall, at the Contractor's own expense, replace or repair any such equipment, material or work found to be defective or otherwise not to comply with the requirements of the Contract up to the end of the maintenance and guarantee period.

(b) Any equipment or material brought upon the job site by the Contractor and subsequently rejected by the Engineer as not complying with the requirements of the Contract shall be removed immediately by the Contractor.

(c) If the Contractor shall fail to repair or replace unsatisfactory equipment, material or work or to remove unsatisfactory equipment or material from the job site within 10 calendar days after being ordered to do so by the Engineer, the Engineer, acting on behalf of the City, may make the ordered repairs or remove the condemned equipment or material and the City will deduct the cost thereof from any moneys due or to become due the Contractor.

4.06 CHARACTER OF WORKMEN

Skilled workmen shall be employed on work requiring special qualifications. When required in writing by the Engineer, the Contractor or any Subcontractor shall discharge any person who is, in the opinion of the Engineer, incompetent, unfaithful, disorderly or otherwise unsatisfactory and shall not again employ such discharged person on the work except with the consent of the Engineer. Such discharge shall not be the basis of any claim for compensation or damages against the City or any of its officers.

The Contractor shall provide, at all times, a superintendent on the job site who shall be able to speak, read and write the English language per Section 7-6 of the SSPWC.

4.07 RUBBISH AND DUST CONTROL

(a) During the progress of the work, the Contractor shall keep the site of the work and other areas utilized by the Contractor in a neat and clean condition and free from any accumulation of rubbish.

(b) The Contractor shall at all times conduct work so as to avoid unnecessary dust. The Contractor shall provide adequate equipment, water and implement procedures to comply with the South Coast Air Quality Management District rules to prevent dust emissions.

4.08 CLEANING UP

The Contractor shall promptly remove from the vicinity of the completed work, all rubbish, unused material, concrete forms, equipment and temporary structures used during construction. Additional clean-up work, if provided in the Special Provisions, shall be performed by the Contractor.

4.09 GUARANTEE AND WARRANTY

(a) Besides guarantees required elsewhere in this Contract Document, the Contractor shall and hereby does guarantee all work for a period of two (2) years after the date of acceptance of the work by the City and shall repair and replace any and all such work, together with any other work which may be displaced, that may prove defective in workmanship and/or materials within the two (2) year period from the date of acceptance, without expense whatsoever to the City. Ordinary wear and tear and usual abuse or neglect is accepted. In the event of failure to comply with the above mentioned conditions within seven (7) days after being notified in writing, or in the event of an emergency, the City is hereby authorized to proceed to have the defects repaired and make good at the expense of the Contractor, who hereby agrees to pay the cost and charges therefore immediately on demand.

(b) The Contractor hereby guarantees that the entire work constructed under this Contract will meet fully all requirements thereof as to quality of workmanship and of materials furnished by the Contractor. The Contractor hereby agrees to make any repairs or replacements made necessary by defects in materials or workmanship supplied by the Contractor that becomes evident within the guarantee period, and to restore to full compliance with the requirements of these Specifications, including the test requirements set forth herein for any part of the work constructed hereunder, which during said period is found to be deficient with respect to any provision of the Specifications. The Contractor also agrees to hold the City harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Engineer. If the Contractor fails to make the repairs and replacements promptly, the City may do the work and the Contractor and the Contractor's surety shall be liable to the City for the cost of such work.

(c) Upon acceptance of the work by the City, any and all manufacturer's guarantees held by the Contractor shall be delivered to the City.

(d) The guarantees and agreements set forth hereinbefore shall be secured by a surety bond which shall be delivered by the Contractor to the City before the notice of completion shall be filed by the Engineer. Said bond shall be in an approved form and executed by a surety company or companies satisfactory to the City, in the amount of ten percent of the Contract price. Said bond shall remain in force for the period specified herein. Instead of providing a surety bond, the Contractor may, at his option, provide for the Faithful Performance Bond furnished under the Contract to remain in force for said amount until the expiration of the required period.

(e) The Contractor warrants that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract Documents; and that all work conforms to the Contract Document requirements and is free of any defect whether performed by the Contractor or any subcontractor or supplier.

(f) Unless otherwise stated, all warranty periods shall begin upon the filing of the Notice of Completion. Unless otherwise stated, the warranty period shall be for one year.

(g) The Contractor shall remedy at its expense any damage to City-owned or controlled real or personal property.

(h) The Contractor shall furnish the City with all warranty and guarantee documents prior to final Acceptance of the Project by the City.

(i) The City shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being notified commence and perform with due diligence all necessary work. If the Contractor fails to promptly remedy any defect, or damage; the City shall have the right to replace, repair, or otherwise remedy the defect, or damage at the Contractor's expense.

(j) In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by work of the Contractor not in accordance with the Contract requirements, the City may undertake at the Contractor's expense, and without prior notice, all work necessary to correct such condition.

(k) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor shall:

- 1) Obtain for the City all warranties that would be given in normal commercial practice;
- 2) Require all warranties to be executed, in writing, for the benefit of the City; and
- 3) Enforce all warranties for the benefit of the City, unless otherwise directed in writing by the City.

This Article shall not limit the City's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. The City specifically reserves all rights related to defective work, including but not limited to the defect claims pursuant to California Code of Civil Procedure Section 337.15.

***** END OF SECTION 4 *****

SECTION 5 - PROGRESS AND PAYMENT

5.01 CONTRACT TIME

(a) Time is of the essence of the Contract. The Contractor shall commence work promptly under the Contract and all portions of the work shall be prosecuted so that the entire work shall be completed and ready for use within the time stipulated.

(b) A bidder may contact the Engineer prior to bid opening with concerns regarding Contract time allowed for completion of the work to initiate a re-evaluation. Any adjustments to time allowed will be made prior to bid opening and all decisions are final. All other time extensions will be per Section 5.05 of these General Conditions.

5.02 CONTRACT PRICE

Prior to commencement of the work, the Contractor shall submit a detailed price breakdown of any of the bid items for the work contained in lump sum items. Such price breakdown shall include quantities, unit prices, and any other information required in sufficient detail to enable it to be used in preparing monthly progress estimates.

5.03 CONSTRUCTION SCHEDULE

The Contractor shall submit a construction schedule showing the order in which the Contractor proposes to carry on the work and the dates when the various parts are to be begun and completed. The timing associated with submitting the schedule will be determined by the Engineer. The schedule shall be subject to the approval of the Engineer and if in the Engineer's opinion a schedule submitted is inadequate to secure the completion of the work in the time agreed upon, or is otherwise not in accordance with the Specifications, the Engineer may require the Contractor to submit a new schedule which will insure timely completion of the work. It is mandatory that an up-to-date construction schedule be submitted with each request for progress payment.

5.04 OVERTIME WORK

Except as otherwise provided in this section, the Contractor shall receive no additional compensation for overtime work even though such overtime work may be required under emergency conditions and may be ordered by the Engineer in writing. Additional compensation will be paid the Contractor for overtime work only in the event extra work is ordered by the Engineer and the change order specifically authorizes the use of overtime work, and then only to such extent as overtime wages are regularly being paid by the Contractor for overtime work of a similar nature in the same locality.

5.05 EXTENSION OF TIME

(a) The Contractor may be entitled to an extension of Contract time: (1) if the work has been suspended by the City, in whole or in part; or (2) where weather or other circumstances occur which delay progress and which are clearly beyond the control of the Contractor; provided that, in

either case, the Contractor is not at fault and is not negligent under the terms of the Contract. The extension of time allowed shall be as determined by the Engineer.

(b) To receive consideration, a request for extension of time must be made in writing to the Engineer stating the reason for said request, and such request must be received by the Engineer within ten days following the end of the delay-causing condition and approved or denied by the Engineer in writing.

5.06 FAILURE TO COMPLETE ON TIME

(a) The Contractor shall pay liquidated damages to the City in the amount specified in the Special Provisions if the Contractor fails to complete the work within the time agreed upon. The period for which said damages shall be paid shall be the number of calendar days from the agreed date of completion as contained in the Contract, or from the date of termination of any extension of time approved by the Engineer, to the date the Engineer certifies completion of work to the City. The City may deduct the amount of said damages from any moneys due or to become due the Contractor.

(b) The said amount is fixed and agreed upon by and between the Contractor and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would sustain. Said amount is agreed to be the amount of damages which the City would sustain.

5.07 MONTHLY ESTIMATES AND PAYMENTS

(a) On or about the 25th of each month, the Contractor will prepare, certify, and submit to ALW, an estimate of the cumulative amount and value of work performed by the Contractor up to that date. All payments will be paid within approximately 60 days. Except as may otherwise be provided in the Special Provisions, said amount will include 80 percent of the value of all acceptable materials and equipment delivered to the site of the work. Said value will be based on certified copies of paid invoices delivered by the Contractor to the Engineer. To this figure will be added all amounts due or paid the Contractor for performance of extra work in accordance with change orders.

From the total computed above, in conformance with Public Contract Code Section 7201, a deduction of 5 percent will be made from each monthly pay estimate for the term of the Contract unless the Director of the Light & Water Department has made a finding prior to the bid that the project is substantially complex and therefore requires a higher retention amount than 5 percent. Further deductions will be made for: (1) amounts due the City for equipment or materials furnished or services rendered; (2) amounts due the City under the terms of the Contract; (3) amounts of any claims of lien filed with the City in accordance with Section 6.02(b), and (4) amounts required to be deducted by federal, state or local governmental authority. From the balance thus determined will be deducted the amount of all previous payments and the remainder shall constitute the monthly payment due the Contractor.

(b) Pursuant to the provisions of Public Contract Code Section 22300, the Contractor is permitted to substitute securities for any moneys withheld to ensure performance of this Contract. At the

request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the State Treasurer or a state or federally chartered bank in California as the escrow agent, who shall then pay the moneys to the Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor.

Alternatively, the Contractor may request and the City shall make payment of retentions earned directly to the escrow agent. The Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the Contractor. Upon satisfactory completion of the Contract, the Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City pursuant to the terms of this section.

Securities eligible for investment under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City.

The Contractor shall be beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

The escrow agreement used pursuant to this section shall be null, void and unenforceable unless it is substantially similar to the form enclosed.

(c) The Engineer's estimate of the monthly payment due the Contractor will not be required to be made by strict measurement, an approximation will suffice. The monthly payments may be withheld or reduced if, in the Engineer's opinion, the Contractor is not diligently or efficiently endeavoring to comply with the intent of the Contract or if the Contractor fails to pay labor and material bills as they become due.

(d) The Contractor shall furnish the Engineer promptly, upon request, all information and records necessary to determine the cost of the work for purposes of estimating monthly payments, including an itemized statement, in a form satisfactory to the Engineer, of the actual cost of all acceptable materials delivered by the Contractor to the site.

(e) No monthly payment shall be construed as an acceptance of the work or of any portion of the work, nor shall the making of such payment preclude the City from demanding and recovering from the Contractor such damages as it may sustain by reason of the Contractor's failure to comply with the requirements of the Contract.

(f) In the event the Contract is terminated, any funds due the Contractor and retained by the City shall become the property of the City to the extent necessary to repay to the City any excess in the Contract price above the cost of the work completed at the time of termination. After issuance of notice to discontinue work, no further payment will be made to the Contractor for the work covered by the notice until completion of the work and final settlement has been made.

5.08 UNPAID CLAIMS

If, upon or before completion of the work, or at any time prior to expiration of the period within which claims of lien or stop notices may be filed for record, any person claiming to have performed any labor or to have furnished any materials, supplies or services toward the performance of this Contract, or to have agreed to do so, shall file with the City a verified statement of such claim stating in general terms the kind of labor and materials, the value of same and the name of the person to or from whom the same was furnished, together with a statement that the same has not been paid; or if any person shall bring against the City or any of its agents any action to enforce such claim or stop notice, the City will, until the action is settled, withhold from moneys due to the Contractor an amount sufficient to satisfy the decision of the court together with costs.

5.09 FULFILLMENT OF CONTRACT

The Contractor shall protect and care for all work until the Contract has been fulfilled to the satisfaction of the Engineer, and subsequent acceptance of the work by the City Council.

The Contractor shall remove all rubbish, excess earth and rock, leaving the site in a neat, orderly and presentable condition before the Engineer makes final inspection of the work to determine the fulfillment of the Contract.

5.10 FINAL ESTIMATE OF PAYMENT

(a) When the Engineer is of the opinion that the Contractor has completely performed all work required under the Contract, the Engineer shall certify to the City that the work is complete, and, using data provided by Contractor, shall submit to the Contractor a draft of the final estimate. The Contractor shall submit a written approval of said final estimate within five calendar days after receipt, or, in the event the Contractor disagrees with said final estimate, the Contractor shall, within said five day period, file a written statement of all claims to be presented. If the Contractor delays more than five calendar days in approving said final estimate or in presenting claims, the time for final payment shall be extended by the period of such delay.

(b) After timely acceptance of the work by the Utility Board/City Council and 35 calendar days after recording of the Notice of Completion, the City will pay to the Contractor the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract. In the event acceptance of the work is delayed more than 30 calendar days beyond the date of the last partial payment under the Contract, the City will make a further partial payment in accordance with Section 5.07.

(c) If the Contractor disagrees with the Engineer's final estimate and files a timely (within 15 calendar days) written statement of his claims, the Engineer will issue, as a semi-final estimate, the proposed estimate submitted to the Contractor, and the City will make payment to the Contractor in accordance with the provisions of Subsection 5.10(b). The Engineer then will investigate the Contractor's claims, make any revisions to said semi-final estimate as the Contractor deems appropriate and certify in writing to the City the amount and value of the work performed by the Contractor. The City then will make final payment to the Contractor in accordance with the provisions of Subsection 5.10(b).

5.11 FINAL PAYMENT TERMINATES LIABILITY OF CITY

The acceptance by the Contractor of the final payment shall be a release of the City and its agents from all claims of and liability to the Contractor for anything done or furnished for, or relating to, the work or for any act or neglect of the City or of any person relating to or affecting the work.

5.12 NOTICE OF COMPLETION

As required by the California Code of Civil Procedure, and within 10 calendar days after date of acceptance of the work by the Utility Board/City Council, the City will file, in the county recorder's office, a notice of completion of the work.

5.13 CHANGES IN THE WORK

(a) The City, without invalidating the contract, may order changes in the work consisting of additions, deletions, modifications, or revisions with the contract amount and contract time being adjusted accordingly. All such changes in the work shall be authorized by Change Order and shall be relayed between the City and Contractor in written form. All Change Order work shall be performed under the applicable conditions and requirements of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract amount or the Contract time, and the full and final settlement of all costs (direct, indirect, and overhead) related to the work authorized by the Change Order.

(b) Change Order work is defined as added work of a different character or function and for which no basis for payment is prescribed; or that involving revisions of the details of the work in such a manner as to render inequitable payment under items upon which the Contractor bid; or that work to be done under the stipulated prices given in the bidding schedule.

(c) The signing of the Contract by the Contractor will be deemed to be an agreement on the part of the Contractor to perform extra work, as and when ordered by the City.

(d) If required extra work results in delay to the work, the Contractor will be given an equivalent extension of time.

(e) All claims for additional compensation of the contractor shall be presented in writing before the expense is incurred and will be adjusted as provided herein. No work shall be allowed to lag pending such adjustment, but shall be promptly executed as directed, even if a dispute arises. No claim will be considered after the work in question has been done unless a written contract Change Order has been issued or a timely written notice of claim has been made by the Contractor. The Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease, increase, revision, modification, or omission of any item or portion of work to be done. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions, and provisions of the original Contract.

(f) Owner Initiated Change. The Contractor must submit a complete cost proposal, including any change in the Contract time, within 7 days after receipt of a scope of a proposed Change Order, unless the City requests that proposals be submitted in less than 7 days.

(g) Contractor Initiated Change. The Contractor must give written notice of all proposed Change Orders. The City shall be notified, immediately and in writing, of any discoveries that may give rise to a potential Change Order. The Contractor shall, within 7 days of such discoveries of facts, submit a complete cost proposal, including any change in the Contract time. The City shall have the right to request a complete proposal to be submitted by the Contractor in less than 7 days.

(h) Upon decision of the City to have extra work performed, or to delete or modify work, the City's representative will so inform the Contractor, acquainting the Contractor with the essential details. The Contractor shall thereupon prepare an estimate of cost and submit said price and estimate to the City's representative who will secure the City's approval in writing before work is started. The City reserves the right to reject any claims as a result of extending the work under the bid prices, which has not been approved by the City in the same manner herein provided.

(i) All price quotations and proposals from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the City. This documentation shall include, but not be limited to, material and supplies quotations, labor rates,

(j) The Contractor shall, for all price quotations and proposals, include written reports and break-downs showing all items of cost which apply to Change Order work. If required by the Engineer, the Contractor shall furnish books, time sheets, vouchers, invoices, and any other records to substantiate the cost items listed in said reports and break-downs. All Change Order work documentation shall include a report detailing the work that was completed each day. These daily reports shall include both original Contract work (if any) and Change Order work completed each day and shall include a detailed break-down of all labor, equipment, and materials.

(k) If the Contractor fails to submit the cost proposal and all requested reports and break-downs, within 7 days (or as requested), the City has the right to order the Contractor, in writing, to commence work immediately on a force account basis and/or issue a lump sum change to the Contract price in accordance with the City's estimate of cost. If the change is issued based on the City estimate, the Contractor will waive its right to dispute the action unless, within 15 days following completion of the added/deleted work, the Contractor presents written proof that the City's estimate was in error.

(l) Any adjustment in Contract price shall be based on unit price bid items or additive and deductive bid items submitted by the Contractor in the original bid on the work where such bid items are applicable. If the original bid prices are not applicable, the adjustment in Contract price shall be based on a lump sum or unit price agreed upon by the City and the Contractor prior to executing the Change Order. The City shall have the right to choose either a lump sum or unit price option for the proposal and payment of all Change Order work.

(m) If the original bid prices are not applicable and the City and Contractor are unable to agree upon a lump sum or unit price prior to executing the Change Order, the adjustment in Contract price shall be made on a cost-plus (Time & Material) basis.

(n) All proposals, whether unit price, lump sum, or Time & Material, shall only include direct expenditures necessitated specifically by the subject Change Order, and shall be as follows:

- 4) Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the Change Order work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State, or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental. Only the labor costs of workers directly engaged at the job site in the performance of the Change Order work shall be included.
- 5) Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials cost shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within 15 days of delivery, then the Engineer shall determine the materials cost, at its sole discretion. The City reserves the right to furnish such materials as it deems advisable and the Contractor shall not be paid for those materials or any mark-up on those materials.
- 6) Tool and Equipment Use. No payment will be made for the use of small tools or tools which have a replacement value of \$1,000 or less. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed. Only the equipment directly used or engaged at the jobsite in the performance of the Change Order work shall be included.
- 7) Overhead, Profit, and Other Charges. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:
 - "Net Cost" is defined as consisting of costs of labor, materials, tools, and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up.
 - For work performed by the Contractor's forces the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the work.
 - For work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the work done by the subcontractor, to which the Contractor may add five (5%) percent of the subcontractor's Net Cost.

- Fore work performed by a sub-subcontractor, the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the work done by the sub-subcontractor, to which the subcontractor and Contractor may each add an additional five (5%) percent of the Net Cost of the lower tier sub-contractor.
- No additional markup will be allowed for lower tier sub-contractors, and in no case shall the added cost for over and profit payable by the City exceed twenty-five (25%) percent of the Net Cost as defined herein.

(o) The Contractor shall submit to the City's representative for his verification, on a daily basis, work sheets showing an itemized breakdown of labor, materials, tools and equipment used in performing the work. No payment will be made for work not verified by the City's representative.

(p) For added or deducted work by subcontractors, the Contractor shall furnish to the City the subcontractor's signed detailed estimate of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors.

(q) For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the City a detailed estimate or quotation of the cost to the Contractor, signed by such vendor or supplier.

(r) Any change in the work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.

(s) Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration, and/or actual acceleration beyond what is stated in the Change Order for work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration, and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the City's Change Order form in an attempt to reserve additional rights.

(t) If the City disagrees with the proposal submitted by the Contractor, it will notify the Contractor and the City will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the City, a Change Order will be issued by the City. If no agreement can be reached, the City shall have the right to issue a unilateral Change Order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the City within 15 days of the issuance of the unilateral Change Order, disputing the terms of the unilateral change order.

(u) No dispute, disagreement, or failure of the parties to reach agreement on the terms of the Change Order shall relieve the Contractor from the obligation to proceed with performance of the work, including extra work, promptly and expeditiously.

(v) Any alterations, extensions of time, extra work, or any other changes may be made without securing consent of the Contractor's surety or sureties.

(w) No payment shall be made for any item not set forth above, including without limitation, Contractor's overhead, general administrative expense, supervision, or damages claimed for delay in prosecuting the remainder of the work.

(x) The completed change order, when signed by the Contractor and the City shall become a contractual extension of the Contract and all sureties, bonds, and insurance in effect under the Contract shall be extended intact to include the work described in the change order.

***** END OF SECTION 5 *****

SECTION 6 - LEGAL RESPONSIBILITY, SAFETY, BONDS AND INSURANCE

6.01 RESPONSIBILITY OF CONTRACTOR

(a) The work shall be under the Contractor's responsible care and charge. The Contractor shall bear all loss and damage whatsoever and from whatever cause, except that caused solely and exclusively by the fault or negligence of the City which may occur on or to the work during the fulfillment of the Contract. If any loss or damage occurs, the Contractor shall immediately make good any such loss or damage and in the event of the Contractor refusing or neglecting so to do, the City may itself or by the employment of some other person make good any such loss or damage and the cost and expense of so doing shall be charged to the Contractor.

(b) The Contractor alone shall at all times be responsible for the safety of employees and any Subcontractor's employees and for plant and equipment and any Subcontractor's plant and equipment and the method of prosecuting the work.

6.02 LIABILITY OF CONTRACTOR

(a) The Contractor shall be liable for all damages and injury which shall be caused to City of property on or in the vicinity of the work or which shall occur to any person or persons or property whatsoever arising out of the performance of this Contract, whether or not such damage or injury be caused by the negligence of the Contractor and whether or not such damage or injury be caused by the inherent nature of the work as specified except the willful or negligent acts of the City, its officers or agents.

(b) In case any suit or legal proceedings shall be brought against the City or the Engineer or any of their officers, agents or employees on account of loss or damage sustained by any person or property as a result of the performance of the work covered by this Contract, whether or not such injuries or damage be due to the negligence of the Contractor and whether or not such injuries or damage be caused by the inherent nature of the work as specified, the Contractor agrees to assume the defense thereof and to pay all expenses connected therewith including reasonable attorneys' fees and any judgment that may be obtained against the City or the Engineer or any of their officers, agents or employees in such suits, and in the event that any lien is placed upon the property of the City or the Engineer or any of their officers, agents or employees, as a result of such suits, the Contractor agrees to at once cause the same to be dissolved and discharged by giving bond or otherwise.

6.03 LAWS, REGULATIONS AND PERMITS

(a) The Contractor shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor. If the Contractor observes that the Drawings or Specifications are at variance with any law, ordinance, rule or regulation, the Contractor shall promptly notify the Engineer in writing and any necessary changes shall be made by instruction or change order. If the Contractor performs any work knowing it to

be contrary to such laws, ordinances, rules and regulations and without giving such notice to the Engineer, the Contractor shall bear all cost arising there from.

(b) Unless otherwise specified herein, permits and licenses which are necessary only for and during the prosecution of the work and the subsequent guaranty period thereafter shall be secured and paid for by the Contractor while those permits and licenses of regulatory agencies which are necessary to be maintained after the completion of the guaranty period of the Contract will be secured and paid for by the City.

6.04 PATENTS AND COPYRIGHTS

The Contractor shall hold harmless, indemnify and defend the City and Engineer, their officers, agents and employees against all claims of liability arising from the use of any patented or copyrighted design, device, material or process, furnished, or used by the Contractor or any Subcontractors in the performance of the work.

6.05 PERMITS AND LICENSES

Unless otherwise provided in the Special Provisions, the Contractor shall obtain at the Contractor's own expense all permits and licenses required for prosecution of the work and shall pay all fees and taxes properly assessed against equipment or property used in connection with the work.

6.06 SALES AND USE TAXES

The Contractor shall pay all sales and use taxes assessed by federal, state or local authorities on materials furnished by the Contractor in the performance of the work.

6.07 LABOR DISCRIMINATION

No discrimination shall be made in the employment of persons on the work by the Contractor or by any Subcontractor because of race, color or religion of such persons.

6.08 WAGE DETERMINATIONS

(a) As required by the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director, Department of Industrial Relations, State of California. Copies of such prevailing rate of per diem wages are on file at the City Clerk's office, which copies will be made available to any interested party upon request. The Contractor shall post a copy of such determination at each job site.

(b) The Contractor shall, as penalty to the City, forfeit \$50.00 for each calendar day, or portion thereof, for each worker paid less than the specified prevailing rates for such work or craft in which such worker is employed, whether paid by the Contractor or by any Subcontractor.

(c) In accordance with the provisions of the California Labor Code, the Contractor shall secure the payment of compensation to employees.

6.09 APPRENTICES ON PUBLIC WORKS PROJECTS

The Contractor shall comply with all applicable provisions of the California Labor Code relating to employment of apprentices on public works projects.

6.10 WORKING HOURS

The Contractor shall comply with all applicable provisions of the California Labor Code relating to working hours. The Contractor shall, as a penalty to the City, forfeit \$25.00 for each worker employed in the execution of the Contract by the Contractor or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of 8 hours at not less than 1 1/2 times the basic rate of pay.

6.11 PUBLIC SAFETY AND CONVENIENCE

(a) The Contractor shall at all times conduct work so as to assure the least possible obstruction to traffic and inconvenience to the general public and adequate protection of persons and property in the vicinity of the work. No streets shall be closed to the public without first obtaining permission of the Engineer and proper governmental authority. Where excavation is being performed in primary streets or highways, one lane in each direction shall be kept open to traffic at all times unless otherwise provided or shown. Toe boards shall be provided to retain excavated material. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to assure the use of sidewalks and the proper functioning of all gutters, storm drain inlets and other drainage facilities.

(b) The Contractor shall provide adequate barricades, signs, warning lights, watchmen and flagmen as required, as directed by the Engineer and agency having jurisdiction, to protect the work and the safety of the public. Warning lights using inflammable liquids will not be permitted. Only electrically-operated warning lights will be approved for use. Warning lights shall operate from sunset to sunrise. Barricades shall be painted to increase their visibility at night.

(c) "NO PARKING" signs with specific time frames shall be supplied and posted by the Contractor 72 hours prior to start of work. The Contractor shall notify the local Police Department of such restrictions and obtain approval for the posting.

(d) Flyers notifying all surrounding or affected businesses and residents shall be distributed 7 days prior to the start of work.

(e) Project Information Signs (3) and Changeable Message Board (1) shall be placed 14 days prior to the start of work as prescribed in the Drawings and Specifications and per Special Provisions Section 7.16.

6.12 TRENCH EXCAVATION

Prior to excavating any trench five feet or more in depth the Contractor shall submit to the Engineer a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such plan varies from the shoring system standards established by the Construction Safety Orders of the California Division of Industrial Safety, the plans shall be prepared by a civil engineer registered in California. In no case will the Contractor be permitted to use a shoring, sloping or other protection system less effective than that required by said Orders. Nothing contained herein shall be construed to impose a tort liability upon the City, Engineer or any of their officers, agents or employees.

6.13 CONCRETE FORMS, FALSE WORK, AND SHORING

The Contractor shall comply with the requirements of CAL OSHA, Construction Safety Orders, regarding the design of concrete forms, false work and shoring and the inspection of same prior to placement of concrete. The Contractor shall employ a civil engineer registered in California to prepare design calculations and working drawings of the false work or shoring system, to inspect such system prior to placement of concrete and to certify in writing to the Engineer 24 hours prior to placing concrete that the false work or shoring system complies with the design and that the materials and workmanship are satisfactory for the purpose intended.

6.14 SANITARY PROVISIONS

The Contractor shall provide and maintain sanitary facilities for the use of employees and Subcontractors necessary to comply with the requirements of state and local health departments.

6.15 SAFETY AND HEALTH REGULATIONS

All work shall be performed in accordance with requirements of the California Division of Industrial Safety, the California Occupational Safety and Health Act and the William Steiger Occupational Safety and Health Act of 1970. The job safety conditions will be the responsibility of the Contractor.

6.16 LABOR, MATERIAL AND PERFORMANCE BONDS

The Contractor shall furnish two bonds each in the amount shown in the Notice Inviting Bids, one as security for the faithful performance of the work and the other as security for the faithful payment and satisfaction of all persons furnishing materials and performing labor on the work. The bonds shall be issued by a corporation duly and legally licensed to transact surety business in the State of California. Such bonds shall remain in force throughout the period required to complete the work. The bond must be executed by a duly licensed surety company approved by the City.

6.17 CONTRACTOR NOT RESPONSIBLE FOR DAMAGE RESULTING FROM CERTAIN ACTS OF GOD

As provided in Section 7105 of the Public Contract Act, the Contractor shall not be responsible for the cost of repairing or restoring damaged portions of the work determined to have been caused

by an act of God, in excess of five percent of the Contract amount, provided, that the work damaged was constructed in accordance with accepted and applicable building standards and the Specifications and Drawings. The Contractor shall obtain insurance to indemnify the City for any damage to the work caused by an act of God if the premium of said insurance coverage is called for as a separate bid item in the proposal for the work. The term "Act of God" shall include only the following occurrences or conditions and effects: (1) earthquakes and (2) Tsunami.

6.18 INSURANCE

(a) **GENERAL.** The Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, Contractor's agents, representatives, employees or Subcontractors. The cost of said insurance shall be included in the Contractor's bid. The Contractor shall not commence work under this Contract until ALL insurances required herein are obtained and until such insurance has been approved by the City. The Contractor shall not allow any Subcontractor to commence work on any subcontract until the insurance required of the Subcontractor has been so obtained and approved.

The insurance required herein shall be maintained continuously during the life of the Contract up to the date of acceptance of the work by the City Council, however, the Contractor's liabilities under this Contract shall not be limited in any way to the insurance coverage required. Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Insurance is to be placed with insurer's having a Best's rating of no less than A and a Financial Class VII or higher.

(b) **GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGES.** The policies are to contain, or be endorsed to contain the following provisions:

1. The City, its Council Members, officials, employees, designated agents and volunteers, and the Engineer, his directors, employees, contract employees and agents are to be covered as insures with the following: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its Council Members, officials, employees, designated agents or volunteers, and the Engineer, his directors, employees, contract employees and agents.
2. The Contractor's insurance coverage shall be primary insurance with respect to the City, its Council Members, officials, employees, designated agents and volunteers, and the Engineer, his directors, employees, contract employees and agents. Any insurance or self-insurance maintained by the City, its Council Members, officials, employees, designated agents or volunteers, and the Engineer, his directors, employees, contract employees and agents shall be excess of the Contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its Council Members, officials, employees, designated agents or volunteers, and the Engineer, his directors, employees, contract employees and agents.
4. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

(c) WORKERS' COMPENSATION INSURANCE. The Contractor shall procure and maintain workers' compensation insurance as required by applicable state law for all employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's workers' compensation insurance. The Subcontractor's insurance coverage shall be subject to all of the same requirements stated herein for the Contractor's insurance coverage. In case any class of employees engaged in hazardous work under this Contract is not protected under the workers' compensation statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employers' liability insurance for the protection of such employees that are not otherwise protected.

(d) CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE AND VEHICLE LIABILITY INSURANCE. The Contractor shall procure and maintain contractor's public liability insurance, contractor's property damage insurance and vehicle liability insurance in the amounts listed in the Special Provisions.

(e) SUBCONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE AND VEHICLE LIABILITY INSURANCE. The Contractor shall either: (1) require each Subcontractor to procure and to maintain subcontractor's public liability and property damage insurance and vehicle liability insurance of the type and in amounts specified, or (2) insure the activities of Subcontractors in the Contractor's own policy, in like amount.

(f) BUILDER'S RISK INSURANCE (ALL RISK COVERAGE). The Contractor shall procure and maintain builder's risk insurance (all risk coverage) on a 100 percent completed value basis for the benefit of the City, the Contractor and Subcontractors as their interest may appear.

(g) MINIMUM SCOPE OF INSURANCE. Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" Form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CDA 0025.
3. Workers' Compensation insurance as required by the State of California and Employers Liability insurance.

(h) **MINIMUM LIMITS OF INSURANCE.** Contractor shall maintain limits no less than the following unless modified in the Special Provisions:

1. Comprehensive General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: Limits as required by the State of California and Employers Liability limits of \$1,000,000 per accident.

(i) **DEDUCTIBLES AND SELF INSURED RETENTIONS.** Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its directors, officials, employees, designated agents and volunteers, and the Engineer, his directors, employees, contract employees and agents; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(j) **VERIFICATION OF COVERAGE.** The Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this section. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

The certificates and endorsements are to be on forms provided by the City and are to be received and approved by the City before work commences.

(k) The certificates of insurance shall name as additionally insured the City agents listed in the Special Provisions.

6.19 LIABILITY OF CITY AND ENGINEER

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, Engineer and their officers, agents and employees against and from all claims, suits or actions arising under or by reason of the work agreed to be undertaken in the Contract or any performance of the work from the sole negligence of the Contractor or employees or agents or negligence which could be jointly attributed to City employees or the Contractor, but not from the sole negligence or willful misconduct of the City or the Engineer.

***** END OF SECTION 6 *****

SPECIAL PROVISIONS

7.01 THE REQUIREMENTS

(a) It is required that there be furnished in accordance with these specifications and accompanying drawings all plant, labor, equipment, shoring, bracing, sheeting, cribbing, false work, pumping, drainage and materials of every description as required or necessary to excavate, backfill, grade, construct, lay, erect, install, test, disinfect, clean-up and leave in an operable and acceptable condition all of the work.

(b) Contractor shall furnish all labor, material, equipment and services to construct and complete an underground electric substructure system in accordance with construction drawings ED2021-03 FURNISHING AND INSTALLING OF UNDERGROUND SUBSTRUCTURES AT 1151 WEST ARROW HIGHWAY. The work consists of extending the underground Vincent circuit which includes furnishing & installing four (4) 3'x 5' Pull-Boxes (three (3) Intercept Pull Boxes), conduits and parking lot plus street restoration to original or better condition, disposal of all construction debris, all appurtenant and all supplies, equipment, shoring, services, bidding schedule items, and transportation necessary to construct and complete the project entitled:

FURNISHING AND INSTALLING OF UNDERGROUND SUBSTRUCTURES AT
1151 WEST ARROW HIGHWAY
PROJECT NO. LD2021-03

7.02 CITY DESIGNATED ENGINEER

The Project Manager is Abdul Qadeer, P.E., Tel: (626) 812-5065, Fax: (626) 334-3163, email: aqadeer@azusaca.gov.

7.03 BEGINNING AND COMPLETION OF WORK AND WORK HOURS

The work shall commence within 10 working days after the date set forth in the "Notice to Proceed" to begin work. All work shall be completed within **30 calendar days** after set date. All work under this contract shall be performed between 7 a.m. and 4:30 p.m., Monday through Friday, unless otherwise stated in the Contract Documents, Plans, or Specifications.

7.04 LIQUIDATED DAMAGES

The City and Contractor agree that it would be impracticable or extremely difficult to fix actual damages in case of the Contractor's delay in completion of work beyond the time agreed upon, therefore, the City and Contractor agree that the Contractor shall pay to the City as fixed, agreed and liquidated damages the amount of **\$1,500** for each calendar day's delay in completion of the work beyond the time agreed upon, and agrees that said liquidated damages is a reasonable estimate of the damages to be sustained by the City.

7.05 STANDARD SPECIFICATIONS AND HIERARCHY

The work shall be in accordance with these Specifications and the "Standard Specifications for Public Works Construction", latest Edition, published by Building News, Inc., 990 Park Center Drive, Suite E, Vista, CA 92801 (760-734-113), and are referred to elsewhere in these Specifications as SSPWC. Copies of the "SSPWC" are on file in the office of the Engineer and are open to public inspection during regular business hours. When the Specifications and SSPWC conflict, the Specifications shall supersede the SSPWC. Where the Plans conflict with the requirements of the Specifications and SSPWC, the Specifications and SSPWC shall prevail.

7.06 WATER AND POWER

(a) All temporary utilities, including but not limited to electricity, water, gas, and telephone, used on the work shall be furnished and paid for by the Contractor. The Contractor shall provide necessary temporary distribution systems from distribution points to points on the work where the utility is needed. Upon completion of the work, the Contractor shall remove all temporary distribution systems. The Contractor, at his own expense, shall pay all fees for such utilities.

(b) The Contractor shall provide all necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Project. This shall include, but not be limited to, all water for pressure testing and disinfection.

(c) Upon the Contractor making a deposit for each meter, the Contractor shall then obtain and cause a meter to be installed on a fire hydrant as near as possible to the site of the work. The Contractor at his own expense shall provide facilities for conveying the water from the meter to the point of use.

(d) The Contractor shall provide temporary electric power as required for his construction operations under the Contract. He shall pay for the meter installation and for all power used.

7.07 TRENCH EXCAVATION

The Contractor, prior to excavating any trench five feet or more in depth shall submit to the Engineer a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such plan varies from the shoring system standards established by the CAL OSHA, the plans shall be prepared by a registered civil or structural engineer.

7.08 PERMITS AND LICENSES

A City of Azusa business license is required for Contractors and Subcontractors for work in the City of Azusa. Business licenses may be required by other jurisdictions in which the project is located. The Contractor is responsible to obtain a business license at his own expense. The Contractor is responsible for obtaining and paying for an excavation permit from the City of Azusa Public Works department and obtain and pay for all other required permits for this project.

7.09 LINES, GRADES, AND MEASUREMENTS

(a) All lines and grades required for proper execution of the work shall be furnished by the Contractor who will be held responsible for constructing the work to the lines and grades shown on the Drawings.

(b) The Contractor shall preserve all bench marks, monuments, survey marks and stakes and, in case of their removal or destruction, he shall be liable for the cost of their replacement.

7.10 GUARANTEE

The Contractor hereby guarantees for a two-year period, following acceptance by the Utility Board/City Council, that the entire work constructed by him under this Contract will meet fully all requirements thereof as to quality of workmanship and of materials furnished by him.

7.11 RESTORATION OF EXISTING FACILITIES

(a) **ROADS AND STREETS.** All roads and streets in which the surface is removed, broken or damaged, or in which the ground has caved or settled due to work under this Contract, shall be completely resurfaced and brought to the original grade and crown section unless otherwise indicated. Before resurfacing material is placed, edges of pavements shall be trimmed back far enough to provide clean, solid, vertical faces, and shall be free of any loose material. Paving shall be one-inch thicker than adjoining pavement and shall conform to the requirements of these Specifications. Roadways used by the Contractor for hauling materials, equipment, supplies, etc., shall be cleaned and repaired if the condition of the roadway is damaged or otherwise affected due to the Contractor's operation.

(b) **CULTIVATED AREAS AND OTHER SURFACE IMPROVEMENTS.** All cultivated areas, either agricultural or landscaping, and other surface improvements which are damaged by actions of the Contractor shall be restored as nearly as possible to their original condition.

(c) **EXISTING STAKES AND MARKS.** All section, section subdivisions, plat, U.S.E.D., U.S.C. & G.S., U.S.G.S., and any other official monuments or bench marks shall be carefully preserved or replaced. In the event any such monument or marker is disturbed as a result of the Contractor's operation, the Contractor shall replace or reset such monument or marker in a manner satisfactory to the Engineer. Replaced or reset monuments shall be of acceptable type and quality and shall be located so as to clear existing utilities or any other interference. They shall be placed in a manner consistent with good and recognized engineering and surveying practice.

(d) **SIDEWALK RECONSTRUCTION.** Where sidewalk, curbs, or gutters are to be repaired, the repairs shall be made by removing and replacing the entire section back to the nearest score lines and not by refinishing the damaged portion.

7.12 CONTRACT DRAWINGS

The Contract Drawings applicable to the work to be performed under this Contract are bound herein or attached hereto.

7.13 SHOP DRAWINGS

The Contractor shall furnish Shop Drawings to the Engineer for review in accordance with Section 2.04 of the General Conditions.

7.14 INSPECTION

The City shall provide inspection between the hours of 9 a.m. and 3 p.m., Monday through Friday. No work shall be performed on weekends, unless approved in writing by the ALW Project Manager. The Contractor shall reimburse the City at rates established by the City for inspection in excess of the foregoing, including legal holidays.

7.15 WATERING

(a) Water for compacting original ground, fill material, subgrades, and water required for laying dust caused by grading operations and the passage of traffic through the work shall be applied as directed by the Engineer or Project Manager.

(b) Full compensation for furnishing water for any of the construction operations shall be considered as included in the prices paid for the various contract items of work and no additional allowance shall be made therefore.

7.16 PUBLIC CONVENIENCE, SAFETY, AND TRAFFIC CONTROL

(a) Traffic and access shall comply with Section 7-10 of the “Standard Specifications for Public Works Construction” and the requirements set forth herein.

The Contractor shall be responsible for all traffic control during construction, and any other activity or condition that may alter existing traffic control and place in jeopardy the safety of the public or those in the employ of the Contractor. He shall be responsible for placing at an absolute minimum the chance of harm or injury to the public or to those in the employ of the Contractor through the use of accepted construction traffic control standards and techniques. An engineered traffic control plan shall be prepared and submitted by Contractor when required by the applicable jurisdiction.

The Contractor shall be in strict conformance with the “Work Area Traffic Control Handbook” (WATCH). Any situation not addressed by the WATCH Manual shall conform to the detour/lane reduction plan provided by the Contractor or the direction of the Engineer. The Contractor shall immediately correct any deficiencies in existing traffic control as directed by the Engineer. Arrow boards shall be installed at both ends of a work area where traffic lanes are reduced or diverted.

(b) No street or access closure to through traffic will be allowed without the express approval of the local jurisdiction, Public Works Department, or appropriate City Engineer.

(c) All existing stop signs, street name signs and regulatory signs shall be maintained in visible locations during construction and permanently relocated or removed as directed by the plan and the Engineer.

(d) The Contractor shall provide access through the site for the use of emergency vehicles and local traffic to residences and businesses.

(e) Temporary no parking is authorized along the streets in the project areas. Contractor shall post "Temporary No Parking" signs after notifying and receiving approval from the local jurisdiction. Type of sign and method and location of posting shall also be subject to the Engineer's approval. The Contractor shall notify all affected residences and business establishments at least seven (7) days prior to the posting of signs. The "No Parking" signs shall be posted at least 72 hours prior to work.

(f) All warning signs, lights, and devices to be used by the Contractor shall conform to the standards of the "Manual of Traffic Controls - Warning Signs, Lights, and Devices for Use in Performance of Work Upon Highways" Issued by the Department of Transportation, State of California, latest edition.

(g) Payment for traffic control will be included in related payment items and no additional compensation will be allowed therefore.

(h) Contractor shall maintain access to driveways wherever possible and no driveway or drive approach shall remain closed for more than (2) two consecutive days. All driveways and drive approaches which are not poured the same day in which the existing area was excavated and graded shall be ramped with aggregate base material to the satisfaction of the Engineer. All approaches to other proposed concrete improvements normally used as an access way for traffic (i.e. cross-gutters, spandrels, etc.) shall be treated in a similar fashion. While working on any driveway where vehicular passage will be temporarily interrupted, he shall notify the property owner 24 hours before commencing work so that the owner may park his/her vehicles off his property.

(i) In addition, if the Contractor fails or refuses to place adequate warning lights, and or barricades necessary for the public's convenience and safety, the City will place warning lights or barricades to protect or warn the public of any dangerous condition connected with Contractor's operations. Contractor shall become liable to the City at the rate of five hundred dollars (\$500) per night.

(j) At least 5 working days in advance of closing or partially closing any street or alley, Contractor shall submit a plan for detouring of traffic to the Engineer for his approval.

(k) This project requires (2) Project Information Signs made of 3 mm thick white "dibond" aluminum composite substrate or approved equal. Signs shall be 48 inches wide by 72 inches tall, shall be placed 14 days prior to the start of work, and shall remain until project completion. Printing shall be in color, using latex or eco solvent UV inhibited ink.

(l) This project requires (2) Changeable Message Boards (location to be determined by ALW). Changeable Message Board shall be placed 14 days prior to the start of work and shall remain until project completion. Message displayed shall be submitted to ALW for review and approval.

(m) Traffic Control shall be performed based on the following:

- Contractor shall follow MUTCD Latest Edition for Traffic Control. All traffic lanes shall be opened at the end of each working day.
- Traffic Control Plan

(n) Full compensation for providing for the public convenience as set forth in this Section shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefore.

7.17 CONSTRUCTION INTERFERENCES

(a) Insofar as practicable, during the progress of the work, the Contractor shall not disturb, but shall support and protect against injury and maintain in good operating condition at his own expense, all subsurface, surface and overhead utilities, fences, structures and other facilities whether or not they are shown on the Drawings.

(b) All facilities removed shall be reconstructed as promptly as is reasonably possible in their original or other authorized locations and in a condition at least as good as when removed and subject to the inspection of the City, or the governing body having jurisdiction.

(c) During the performance of the work under these Specifications, the City or agencies in control of any of the facilities affected by the work shall have the right to enter when necessary upon the pipeline right-of-way, or upon any portion of the work thereof, for the purpose of maintaining service and of making changes in or repairs to said facilities.

(d) The Contractor shall be responsible for and shall make good all damage due to utilities, structures or other facilities as shown on the Drawings due to his operations, and the provisions of this section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of backfilling.

(e) The Drawings show the approximate position of known subsurface, surface and overhead utilities, fences, structures, and other facilities as they are supposed to exist in the immediate vicinity of the work, but the City does not guarantee that all existing facilities are shown on the Contract Drawings. The Contractor will not be assessed for liquidated damages due to delay in removal or relocation of utility facilities.

7.18 SCHEDULING AND SEQUENCING OF WORK

The Contractor shall submit a detailed schedule of work to the Engineer for his approval prior to commencing construction of any portion of the project. The Engineer shall have the right to revise or alter the Contractor's work schedule. The Contractor shall not commence work until he has received Notice to Proceed from the City.

7.19 RIGHT-OF-WAY

(a) The Contractor shall not do any work that would affect any oil, gas, storm drain or water pipelines, any telephone, telegraph or electric transmission lines, fences or any other structure, nor enter upon the rights-of-way or other lands appurtenant thereto until notified by the Engineer that the City has secured authority therefore from the proper companies or parties. Authority to enter onto land for the Contractor's convenience shall be obtained by the Contractor.

(b) After authority has been obtained, the Contractor shall give said companies or parties due notice of his intention to begin work and he shall give them convenient access and every facility for removing, shoring, supporting or otherwise protecting such pipelines, transmission lines, ditches, fences or structures and for replacing same.

7.20 COORDINATION OF CONSTRUCTION

The Contractor shall coordinate construction as required by the Engineer with other adjacent utility and building projects, and provide adequate access to adjoining properties at all times. The Contractor shall provide for this in his bid and therefore shall have no claims for damages or extra compensation in the event his work is delayed by the work performed by others.

7.21 COMPLIANCE WITH NATIONAL CLEAN WATER ACT

The Contractor is required to comply with the National Clean Water Act as follows:

(a) General Practices:

- i. Develop and implement erosion/sediment control plans for embankments, if any.
- ii. Schedule excavation and grading work for dry weather. Check for and repair leaking equipment.
- iii. Perform major equipment repairs in designated areas, away from the construction site.
- iv. Designated a location away from storm drains for refueling and vehicle/equipment maintenance.
- v. Do not use diesel oil to lubricate equipment or parts.
- vi. Recycle used oil, concrete, broken asphalt, etc. whenever possible.
- vii. Use good materials storage, spill prevention and other "housekeeping" practices to prevent runoff contamination by toxic chemicals such as paints, solvents, pesticides, fuels or metals from building materials.

(b) Asphalt/Concrete Removal:

- i. After breaking old pavement, be sure to remove all chunks and pieces.
- ii. Make sure broken pavement does not come in contact with rainfall or runoff.

- iii. Shovel or vacuum saw-cut slurry and remove from the site. Cover or barricade storm drain during saw-cutting if necessary.

(c) During Construction:

- i. Cover and seal catch basins and maintenance holes when applying seal coat, slurry seal, fog seal, etc.
- ii. Use check dams ditches or berms to divert runoff around excavations.
- iii. Never wash excess materials from exposed aggregate concrete or similar treatments into a street or storm drain. Collect and recycle or dispose to dirt.
- iv. Cover stockpiles (asphalt, sand etc.) and other materials with plastic sheets and berms.
- v. Catch drips from paver with drip pans or absorbent material (cloth, rags, etc.) placed under machine when not in use.
- vi. Clean up all spills and leaks using “dry” methods (with absorbent materials and/or rags), or dig up and remove contaminated soil.
- vii. Collect and recycle excess abrasive gravel or sand.
- viii. Avoid over application by water trucks for dust control.

7.22 INSURANCE

The Contractor shall maintain insurance in the amounts shown in Section 6.18 of the General Conditions. Certificates of Insurance shall be submitted to the City with the following as additionally insured:

- (a) The City of Azusa, its Council Members, officials, employees, designated agents or volunteers.

7.23 MEASUREMENT & PAYMENT

The lump sum and unit prices, as submitted on the Bidding Schedule for each item of work, shall include full compensation for furnishing all labor, equipment, materials, bonds, insurance, supervision, planning, transportation, tools, and appurtenances and for constructing and installing all of the work to complete each item in place in accordance with the Plans, Specifications, and Addenda, and no other compensation will be allowed thereafter. All items of work shall include the restoration of all existing conditions within their scope of work. Payment for any and all incidental items of work and items of work required by the Contract Documents, Plans, and Specifications that are not explicitly listed in the Bidding Schedule shall be included in the prices for items shown on the Proposal. Compensation for changes in the work or for extra work shall be as described in Section 5.13 of the General Conditions. The following items of work pertain to the bid items included within the Bidding Schedule of the Proposal:

TECHNICAL SPECIFICATIONS

ATTACHED SEPARATELY

APPENDIX “A”

ELECTRIC STANDARD DRAWINGS

See Construction drawing ED2021-3 FURNISHING AND INSTALLING OF
UNDERGROUND SUBSTRUCTURES AT 1151 WEST ARROW HIGHWAY

<https://www.ci.azusa.ca.us/560/Electric-Standards>

APPENDIX “B”

PUBLIC WORKS STANDARD DRAWINGS

<https://www.ci.azusa.ca.us/1659/Standard-Plans-for-Public-Works-Construc>