

**Specifications and Contract Documents for the Construction of**

# **ANNUAL SIDEWALK IMPROVEMENTS PROJECT 2022**

**ARCATA, CALIFORNIA**



**CITY OF ARCATA  
ENGINEERING DIVISION**

**September 21, 2022**

# ANNUAL SIDEWALK IMPROVEMENTS PROJECT 2022

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**CITY OF ARCATA  
ENGINEERING DEPARTMENT  
736 F STREET  
ARCATA, CA  
(707) 825-2128**

**NOTICE TO CONTRACTORS**

**FOR THE  
2022 ANNUAL SIDEWALK IMPROVEMENT PROJECT**

**Engineer's Estimate for Base Bid: \$120,000 - \$140,000**

The City of Arcata is soliciting bids for WORK consisting of furnishing all labor, materials, equipment, incidentals and performing all work required for the improvements at various locations in the City of Arcata. The project includes, but is not limited to: removal and replacement of concrete sidewalk, accessible ramp construction, drainage improvements, concrete endwall construction, curb and gutter construction, asphalt concrete restoration, and installation of truncated domes.

**A mandatory pre-bid meeting is scheduled for Thursday, September 29<sup>th</sup>, 2022 at 10:00 a.m.** The meeting will begin outside Arcata City Hall (736 "F" Street, Arcata, CA 95521) in the rear parking area near the library, and may be followed by a project site walk-through.

"Questions regarding this solicitation should be submitted **in writing** to: Danielle Allred, Contracts & Special Projects Manager: dallred@cityofarcata.org. The deadline for submitting questions is 5 p.m. on Thursday, October 6, 2022. Questions submitted after the deadline may not be answered."

Sealed bids will be received by the City Manager's Office, 736 F Street, Arcata, CA 95521, until the hour of **11:00 a.m. on Wednesday, October 12, 2022**, at which time they will be transferred to the City Manager's Office Conference Room where they will be publicly opened and read aloud by the City Engineer or his designated representative. Said bids will be referred to the Arcata City Council for consideration at their next regularly scheduled meeting on or after **October 19, 2022**.

CONTRACTOR shall possess a Class "A" license at the time this contract is bid or a combination of classes required by the categories and type of work included in this contract. All bidders shall be licensed in accordance with the laws of the State of California.

PLANS, SPECIFICATIONS, AND PROPOSAL forms for bidding this project will be available:

- For download from the City Website [www.cityofarcata.org](http://www.cityofarcata.org) under "Bids" and on the Humboldt Builder's Exchange website: [www.humbx.com](http://www.humbx.com).
- For purchase at City Manager's Office, 736 "F" Street, Arcata, CA 95521. A printing charge of \$40.00 shall not be refundable, plus a shipping and handling fee of \$35.00 for mailing of PLANS and SPECIFICATIONS. Checks payable to the City of Arcata and shall be mailed or delivered in person to the Contracts and Special Projects Manager.

- For viewing at the City Manager's Office, 736 "F" Street, Arcata, CA 95521.

This CONTRACT is subject to State contract non-discrimination and compliance requirements pursuant to Government Code, Section 12990.

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

The above project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor or subcontractor listed on the bid proposal must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Pursuant to Section 1773 of the Labor Code, the Director of California Department of Industrial Relations has determined the general prevailing rate of wages. Bidders should contact the Department of Industrial Relations at (415) 703-4281 for General Prevailing Wage Rates on specific job classifications. Future effective wage rates, which have been predetermined, are on file with the California Department of Industrial Relations. Bidders are advised that if they intend to use a craft or classification not on file in the general wage determinations, they may be required to pay the wage rate of that craft or classification most closely related to it as shown in the general determinations.

The above project is subject to uniform construction cost accounting procedures as set forth in the California Public Contracts Code, Section 22000 et seq., the Uniform Public Construction Cost Accounting Act.

Pursuant to California Public Contracts Code Section 22300, CONTRACTOR may substitute securities in place of any funds retained by the City for WORK performed on this project.

The City of Arcata reserves the right to reject any and all bids.

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Direct inquiries regarding this solicitation to:  
Danielle Allred,  
Contracts & Special Projects Manager  
(707) 825-2101  
dallred@cityofarcata.org

IFB Published to City's Website: September 21, 2022  
Legal Ad to Publish: September 28, 2022

## **INSTRUCTION TO BIDDERS**

### **1. BID REQUIREMENTS**

Bids are required for the entire WORK called for in the CONTRACT attached hereto.

The PROPOSAL shall set forth each item of WORK in clearly legible figures, an item price and a total for the item in the respective spaces provided, and shall be signed by BIDDER, who shall fill out all blanks in the proposal form as therein required.

Blank spaces in the PROPOSAL shall be properly filled in and the phrasing of the form must not be changed.

Additions must not be made to the items mentioned therein.

Any unauthorized condition, limitations or provisos, attached to a PROPOSAL will be likely to render it non-responsive and may cause its rejection. Alternation of the bid unit prices or amounts by erasure or interlineations must be explained, or noted, in the proposal over the signature of BIDDER. If the bid is made by an individual, it must be signed by the full name of BIDDER whose address must be given; if it is made by a firm, it must be signed with the co-partnership named by a member of the firm, and the name and full address of each member must be given and if it is made by a corporation, it must be signed by an officer, in the corporate name and the corporate seal must be attached to such signature.

PLANS and CONTRACT DOCUMENTS, to which reference is hereby made for full details and description of said WORK and materials to be provided in said construction, may be seen at the Engineering Department inside Arcata City Hall, 736 F Street, Arcata, California.

Bids received after the specified opening time will not be considered. The bidder is solely responsible for the timely delivery of his bid.

The City reserves the right to reject any and all bids.

All bids must be made on the forms of PROPOSAL provided for that purpose and each bid shall be enclosed in a sealed envelope marked:

### **ANNUAL SIDEWALK IMPROVEMENTS PROJECT 2022**

**and addressed to the**

**CITY MANAGER  
CITY OF ARCATA  
736 "F" Street  
Arcata CA 95521**

Any bid may be withdrawn at any time prior to the time fixed in the published notice for the opening of bids only by written request or the withdrawal of the bid filed with the Arcata City Manager. The request shall be executed by BIDDER or his duly authorized representative. The withdrawal of a bid

does not prejudice the right of BIDDER to file a new bid. Whether or not the bids are opened exactly at the time fixed in the published notice for opening bids, a bid will not be received after that time, nor may any bid be withdrawn within sixty (60) DAYS after the time fixed in the published notice for the opening of bids.

## **2. BID BOND**

Each bid must be accompanied by a satisfactory bond, or a certified or cashier's check issued by a responsible bank, payable to the order of the City of Arcata, in an amount not less than ten (10) percent of the total sum of all items of the bid, as a guarantee that BIDDER will enter into the proposed CONTRACT and give the required bonds within ten (10) CALENDAR DAYS after the receipt of the notice that the CONTRACT has been awarded, should the same be awarded to him.

The bid bond accompanying the bid and the proceeds thereof will become the property of the City if BIDDER to whom award of CONTRACT is made fails or refuses to execute the required CONTRACT and provide the required bonds within the above said ten (10) DAYS after the date of receipt of the notice that the CONTRACT has been awarded.

The bid bonds of bidders other than the successful BIDDER may be retained by THE CITY for a period of sixty (60) DAYS after award or until the successful BIDDER and THE CITY have executed the CONTRACT and the successful BIDDER furnishes the bonds as provided herein, whichever occurs first. If a BIDDER to whom the CONTRACT is awarded fails or refuses to execute the CONTRACT and provide the required bonds within the above said ten (10) CALENDAR DAYS after receipt of the notice that the CONTRACT has been awarded, the CITY COUNCIL may award to the next lowest responsible BIDDER and the bid security of BIDDER failing or refusing to execute the CONTRACT shall be forfeited and shall become the property of THE CITY. If a BIDDER to whom the CONTRACT is awarded executes the CONTRACT as herein required, the bid bond of BIDDERS to whom no award was made will be exonerated.

## **3. NON COLLUSION DECLARATION**

Each PROPOSAL must have thereon or attached thereto the Non Collusion Declaration of BIDDERS that such PROPOSAL is genuine and not sham or collusive or made in the interest or in behalf on any person not therein named, and that BIDDER has not directly or indirectly, induced or solicited any other BIDDER to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that BIDDER has not in any manner sought by collusion to secure for himself any advantage over any other BIDDER.

## **4. REJECTION OF BIDS**

Bids may, at the discretion of THE CITY, be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures or irregularities of any kind. Bids not accompanied by a non-collusion affidavit may be rejected. Bids in which the price of any item appears to be abnormally high or low may also be rejected.

A telegraphic bid, a telegraphic modification of a bid, or a bid received after the ADVERTISED time or receiving bids shall be rejected. A bid not accompanied by a bid bond or a certified cashier's check shall be rejected.

THE CITY reserves the right to reject any or all bids or to waive any defect or irregularity in bidding.

## **5. CONTRACT**

BIDDER to whom award is made will be required to execute a written CONTRACT with THE CITY, and to furnish approved bonds and insurance certificates as herein provided within ten (10) CALENDAR DAYS after the date or receipt of the notice to such BIDDER that said CONTRACT is awarded to him or her.

## **6. PERFORMANCE BOND (SAMPLE FORMS ARE IN THE SPECIFICATIONS)**

The amount of the Performance and Payment Bonds to be given to secure faithful performance of the CONTRACT shall be one hundred (100) percent of the CONTRACT price thereof and shall provide, in effect, that the principal shall well and truly perform the "contract" rather than "work contracted to be done" as is quite common. If the latter is used, the bond will be rejected.

The Performance Bond shall be security for all of the provisions of the CONTRACT including, but not limited to, the guaranty provisions.

All bonds shall contain the following language:

All alternations, extensions of time, extra and additional work, and other changes authorized by the SPECIFICATIONS or any part of the CONTRACT may be made without securing the consent of the SURETY or sureties on the CONTRACT bonds. SURETY waives any requirement of notice of any such alterations, extensions of time, EXTRA WORK and additional WORK or any other changes.

## **7. LABOR AND MATERIALS BOND (SAMPLE FORMS ARE IN THE SPECIFICATIONS)**

The amount of the Labor and Materials Bond required to insure payment for labor or the purchase of material or supplies for the Contract shall be one hundred (100) percent of the contract price and shall be given to secure the payment of all claims, demands, liens or charges of material, men, mechanics of labors employed by contract.

All bonds shall contain the following language:

All alternations, extensions of time, extra and additional work, and other changes authorized by the SPECIFICATIONS or any part of the CONTRACT may be made without securing the consent of the SURETY or sureties on the CONTRACT bonds. SURETY waives any requirement of notice of any such alterations, extensions of time, EXTRA WORK and additional WORK or any other changes.

## 8. INSURANCE

CONTRACTOR shall obtain insurance acceptable to THE CITY in a company or companies acceptable to THE CITY. The required documentation of such insurance shall be furnished to THE CITY at the time he returns the executed CONTRACT. The proper insurance shall be provided within ten (10) WORKING DAYS, after BIDDER has received the notice that the CONTRACT has been awarded and prior to OWNER executing the CONTRACT and issuing a NOTICE TO PROCEED. CONTRACTOR shall not commence WORK nor shall he allow his employees or subcontractors or anyone to commence WORK until all insurance required hereunder has been submitted and approved and a NOTICE TO PROCEED has been issued.

With respect to performance of WORK under this CONTRACT, CONTRACTOR shall maintain and shall require all of its sub-contractors to maintain insurance as described below:

- A. Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:

"This policy shall not be cancelled or materially changed without first giving thirty (30) DAYS prior written notice by certified mail return receipt requested to the CITY MANAGER of the City of Arcata."

CONTRACTOR agrees to waive subrogation rights against the City regardless of the applicability of any insurance proceeds, and to require that all subcontractors and sub-subcontractors do likewise.

- B. Commercial General Liability Insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than \$5,000,000 combined single limit for each occurrence. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:
1. The City of Arcata, its officers, officials, employees and volunteers are added as insureds to the scheduled liability insurance.
  2. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insurance shall not operate to increase the limits of the company's liability.
  3. The insurance provided herein is primary coverage to the City of Arcata with respect to any insurance or self-insurance programs maintained by the City.
  4. This policy shall not be cancelled or materially changed without first giving thirty (30) DAYS prior written notice by certified mail return receipt requested has been given to the CITY MANAGER, City of Arcata, 736 "F" Street, Arcata, California, 95521.
  5. The insurance shall be primary as respects the insured shown in the scheduled above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled



underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.

C. Automobile liability insurance covering bodily injury and property damage in an amount no less than \$2,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

1. This policy shall not be cancelled or materially changed without first giving thirty (30) DAYS prior written notice by certified mail return receipt requested to the CITY MANAGER, City of Arcata.
2. The City of Arcata, its officers, officials, employees and volunteers are included as insureds with regard to damages and defence of claims arising from: the ownership operation, maintenance, use, loading or unloading any auto owned, leased, hired or borrowed by the Named insured, or for which the named insured is responsible.

D. Documentation

The following documentation shall be submitted to the City of Arcata:

1. Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said certificates shall be submitted prior to the execution of this contract.
2. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within ten (10) DAYS of execution of contract.
3. Upon City's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) DAYS of City's request.

E. Policy Obligations

CONTRACTOR's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

F. Material Breach

If CONTRACTOR, for any reason, fails to maintain insurance coverage that is required pursuant to this CONTRACT, the same shall be deemed a material breach of CONTRACT. THE CITY, at its sole option, may terminate this CONTRACT and obtain damages from CONTRACTOR resulting from said breach. Alternatively, THE CITY may purchase such required insurance coverage, and without further notice to CONTRACTOR, THE CITY may deduct from sums due to CONTRACTOR any premium costs advanced by THE CITY for such insurance. These remedies shall be in addition to any other remedies available to THE CITY.

## **9. EXPERIENCE**

BIDDERS must, if required, present satisfactory evidence that they are fully prepared with the necessary experience, capital, machinery and material to furnish the articles called for and to conduct the WORK as required by the specifications.

## **10. DEPARTMENT OF INDUSTRIAL RELATIONS NOTICE REQUIREMENTS**

No CONTRACTOR or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

No CONTRACTOR or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

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

## **11. EXAMINATION OF JOBSITE AND CONTRACT DOCUMENTS**

BIDDERS shall carefully examine the site of the contemplated WORK, the PLANS and SPECIFICATIONS, and the PROPOSAL and CONTRACT DOCUMENTS forms therefore and are required to personally satisfy themselves of all local conditions affecting the WORK and delivery of the articles. The accuracy of the interpretation of the facts disclosed by borings or other preliminary investigations is not guaranteed by the CITY.

## **12. OPENING OF BIDS**

BIDDERS are invited to be present at the opening of the PROPOSALS. For the purpose of comparing the bids, approximate quantities in the PROPOSALS will be used. Lowest bidder will be determined by BASE BID only.

## **13. ADDENDUM**

If any person contemplating submitting a bid for the proposed CONTRACT is in doubt as to the true meaning of any part of the PLANS, SPECIFICATIONS or other proposed CONTRACT DOCUMENTS, or finds discrepancies in, or omissions from the PLANS or SPECIFICATIONS, he may submit to the ENGINEER a written request for an interpretation or correction thereof. Direct inquiries regarding this solicitation to Danielle Allred, Contracts & Special Projects Manager, (707) 825-2101, dallred@cityofarcata.org. The person submitting the request will be responsible for its prompt delivery. The deadline for submitting questions is 5 p.m. on Thursday, October 21, 2021

Any interpretation or correction of the proposed CONTRACT DOCUMENTS prior to bid opening will be made solely in the form of written ADDENDUM to the CONTRACT DOCUMENTS and when issued will be on file at the office of the CITY MANAGER before bids are opened. Interpretations, corrections, or changes in the proposed CONTRACT allegedly made in any other manner shall not be binding for any purpose and BIDDERS shall not rely on such interpretations, corrections or changes. In

addition, all ADDENDA will be mailed to each person purchasing CONTRACT DOCUMENTS, but it shall be BIDDER's responsibility to make inquiry as to the ADDENDA issued. All such ADDENDA shall become part of the CONTRACT documents and all BIDDERS shall be bound by such ADDENDA, whether or not received by BIDDER.

#### **14. TRADE NAMES AND ALTERNATIVES**

Pursuant to the requirements of Public Contract Code Section 3400, if any provision of these CONTRACT DOCUMENTS calls for a designated material, product, thing or service by specific brand name or trade name, such designation shall be deemed to be followed by the words, "or equal" so that BIDDERS may furnish any equal material, product, thing or service; provided, however, within a period of fifteen (15) DAYS after award of contract, the successful BIDDER shall submit to the ENGINEER a request for substitution as to any item which CONTRACTOR desires to substitute "an equal" item, and if CONTRACTOR fails to file such request within said time period, he will be deemed to have waived his privilege of substitution. The ENGINEER shall within a reasonable time after having received a request for substitution, issue in writing his decision as to whether the proposed substitute item is "an equal" item. The ENGINEER's decision shall be conclusive on both parties to the contract.

#### **15. BID PROTEST PROCEDURES**

**BID PROTEST:** Any bid protest must be in writing and must be received by the City Manager of the City of Arcata, 736 F Street, Arcata, CA 95521, or by e-mail at [citymgr@cityofarcata.org](mailto:citymgr@cityofarcata.org) before 5:00 p.m. no later than three (3) working days following bid opening (the "Bid Protest Deadline") and must comply with the following requirements:

- A. Only a bidder who has actually submitted a proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
- B. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.
- C. A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- D. The protested bidder may submit a written response to the protest, provided the response is received by the City Manager before 5:00 p.m., within two (2) working days after the Bid Protest Deadline or after receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address and telephone number of the person representing the protested bidder if different from the protested bidder.

E. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

\*\*\* END OF SECTION \*\*\*

# **GENERAL CONDITIONS**

## GENERAL CONDITIONS

**GENERAL CONDITIONS SHALL BE PURSUANT TO THE “GREENBOOK” STANDARDS AND SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2018 EDITION SUPPLEMENTED BY, WHEN REFERENCED, THE “STATE STANDARD SPECIFICATIONS,” STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS, 2018 EDITION:**

### **SECTION 1 – TERMS DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS**

#### **1-1 DEFINITIONS**

**Acceptance** -The formal written acceptance by the CITY of an entire PROJECT which has been completed in all respects in accordance with the SPECIFICATIONS and any modifications previously approved

**Agency** -Shall be the City of Arcata

**Bidder** – Any individual, firm, partnership, corporation, or combination thereof, submitting a PROPOSAL for WORK contemplated, and acting directly or through a duly authorized representative.

**Board** -Shall be the City Council for the City of Arcata

**City** -Shall be the City of Arcata

**Contractor** – The person or persons, firm, partnership, corporation, or combination thereof, private or municipal, who have entered into the CONTRACT with OWNER, as party or parties of the second part or his or her legal representatives.

**Contractor Encroachment Permit** – Caltrans District 1- Issued Encroachment Permit for the Project, obtained by Contractor as part of double-permit.

**Days** -Shall be working days unless otherwise specified

**Engineer** -Shall be the City Engineer for the City of Arcata

**Liquidated Damages** -The amount prescribed in the SPECIFICATIONS to be paid to the CITY or to be deducted from any payments due or to become due to the CONTRACTOR for each DAY'S delay in completing the whole or any specified portion of the WORK beyond the time allowed in the SPECIFICATIONS

**NASSCO PACP** – National Association of Sewer Service Companies Pipeline Assessment Certification Program

**Project** - The public works project referenced in the Contract.

**Proposal Security** -The cashier's check, certified check or Bid Bond accompanying the PROPOSAL submitted by the bidder as a guaranty that the BIDDER will enter into a CONTRACT with the CITY for the performance of the WORK if the CONTRACT is awarded to him.

**Standard Specifications** -Shall be the "Greenbook" Standard Specifications for Public Works Construction – 2018 Edition.

**State Standard Plans** -The 2018 edition of the Standard Plans, State of California, Department of Transportation.

**State Standard Specifications** -The 2018 edition of the Standard Specifications, State of California, Department of Transportation.

**Surety** -Any firm or corporation executing a surety bond or bonds payable to the CITY, securing the performance of the WORK either in whole or in part, or securing payment of claims for labor and material.

**Warranty** -The time period following formal acceptance of the WORK in which the CONTRACTOR is required to repair or replace parts of the WORK due to faulty construction. The maintenance warranty starts the date of SUBSTANTIAL COMPLETION except where partial acceptance of a specified area of the PROJECT is made, in which case the warranty period begins on the date of partial acceptance.

**Work** - All of the construction and services necessary for or incidental to completing the Project in conformance with the requirements of the Contract Documents.

**Working Days** -Working days as used in the SPECIFICATIONS will be defined as any day, except as follows:

1. Saturdays, Sundays and legal holidays observed by the CITY
2. Days on which the CONTRACTOR is prevented from working by inclement weather or conditions resulting immediately therefrom as defined in STATE STANDARD SPECIFICATIONS Section 8-1.06, "SUSPENSIONS".

## **SECTION 2 -CHANGES IN WORK**

- 2-1 Markup** -The markup for extra work is amended and shall be in accordance with the STATE STANDARD SPECIFICATIONS. Section 9-1.03, "PAYMENT SCOPE".

## **SECTION 3 -UTILITIES**

- 3-1 Location** -The Underground Service Alert phone number for this area is 1-800-227-2600
- 3-2 Water & Sewer** - The City of Arcata is the water and sewer utility provider for areas within and nearby Arcata city limits. Contact the City of Arcata for non-location utility information.

## **SECTION 4- RESPONSIBILITIES OF THE CONTRACTOR**

- 4-1 Liability Insurance** - This section of the Standard Specifications is amended to be in accordance to the requirements of the Contract Agreement Article VI of the Specifications for the CONTRACT being bid.
- 4-2 Drainage Control-** This section of the Standard Specifications is amended as follows: All WORK requiring excavation and potential discharge into the storm drain system: the CONTRACTOR will be required to submit a water pollution control plan prior to the start of construction (see Section 7).
- 4-3 Traffic Control-**CONTRACTOR shall submit a Traffic Control & Phasing Plan for this project in advance of receiving the Notice-to-Proceed. This Plan shall be approved by the ENGINEER prior to commencement of WORK and **shall be per latest version of California Manual of Uniform Traffic Control Devices (CA-MUTCD).**
- 4-4 QUALITY CONTROL PLAN (QCP)** - A detailed quality control plan (QCP) shall be submitted to the ENGINEER that fully represents and conforms to the requirements of these specifications.

At a minimum the QCP shall include the following:

1. A detailed discussion of the proposed quality controls that meets all standards to be performed by the Contractor.
2. Defined responsibilities, of the Contractor's personnel, for assuring that all quality requirements for this contract are met. These shall be assigned, by the contractor, to specific personnel.
3. Proposed procedures for quality control, product sampling and testing shall be defined and submitted as part of the plan and shall conform to section 306 of the "2018 GREENBOOK".
4. Proposed methods for product performance controls, including method of and frequency of product sampling and testing both in raw material form and cured product form.
5. Scheduled performance and product test result reviews between the Contractor and the Owner at a regularly scheduled job meeting.
6. Inspection forms and guidelines for quality control inspections shall be prepared in accordance with the standards specified in this contract and submitted with the QCP.

Compensation for all work required for the submittal of the QCP shall be included in the various pipelining items contained in the bid proposal. Compensation for inspector training shall be included in the price bid in the Proposal



**4-5 Permanent Survey Markers-** The Contractor is directed to Section 2-9 Surveying of Part 1 General Provisions of the Greenbook. It shall be the responsibility of the Contractor to preserve and protect all survey monuments, lot stakes and benchmarks shown on the plans or observed. Survey monuments, lot stakes and benchmarks found but not shown on the plans shall not be disturbed without the consent of the Engineer. Existing or found monuments, lot stakes and benchmarks that cannot be preserved shall be replaced and a Corner Record or Record of Survey shall be prepared and filed with the County Surveyor as required by the Professional Land Surveyors Act. Section 8771 of the Business and Professions Code of the State of California. All work required for replacing monuments, corner stakes and bench marks authorized to be the disturbed by the Engineer shall be paid for as extra work.

Any monument, lot stake or benchmark disturbed by the contractor but not authorized by the Engineer shall be replaced and recorded at Contractor's expense.

**4-6 Cultural Resources:** "If cultural resources are encountered during construction activities, the Contractor on site shall cease all work in the immediate area and within a 50' buffer of the discovery location and notify the City. A qualified archaeologist as well as a Tribal Historic Preservation Officer from the Bear River Band Rohnerville Rancheria, the Blue Lake Rancheria or the Wiyot Tribe are to be contacted by the City to evaluate the discovery. After consultation with all affected tribes and Rancheria the City, as lead agency, will determine if the cultural resource is significant and cannot be avoided. A written plan will be prepared by the City and implemented. If the cultural resource is found to be not significant, the City will provide the contractor written approval to continue with work.

Cultural Resources may include obsidian or chert flakes, tools, locally darkened midden soils, ground stone artifacts, shellfish and faunal remains, and human burials. If human remains are found, CA Health & Safety Code 7050.5 requires that the County Coroner be contacted immediately (707-445-7242). If the Coroner determines the remains to be Native American, the Native American Historic Commission will then be contacted by the Coroner to determine appropriate treatment of the remains pursuant with PRC 5097.98. Violators shall be prosecuted in accordance with PRC Section 5097.99."

Work stopped for Cultural Resources shall be covered under Section 3-4 changed conditions in the Greenbook.

**4-7 Street Closures, Detours, Barricades** -This section of the Standard Specifications is amended as follows: *For All* street or alley closures, or partial closures CONTRACTOR is required to:

- 1) Obtain approval by the ENGINEER;
- 2) Give 48 hours advance notice of such closure;
- 3) Post the area to be closed and notify the adjacent property owners and tenants and businesses within 300'; and

4) Notify the following individuals/agencies with phone calls:

Arcata Streets and Utilities Secretary	825-2129
Arcata Police Department	822-2428
Arcata Fire Department	825-2000
Arcata & Mad River Transit	822-3775
Arcata Ambulance	822-3353
Arcata School District	822-2614
Arcata High School	825-2434

Written approval is required by the ENGINEER.

**\*\*\* END OF SECTION \*\*\***

**SPECIAL  
PROVISIONS  
&  
TECHNICAL  
SPECIFICATIONS**

## SECTION I

### SUMMARY OF WORK

#### PART 1 - GENERAL

##### 1.01 WORK COVERED BY CONTRACT DOCUMENTS

###### A. Description

The City of Arcata is using this set of Contract Documents to present scope of WORK and Technical Specifications for the **Annual Sidewalk Improvements Project 2022**. Information regarding this project is included in the project documents to familiarize the CONTRACTOR with facilities and materials that are pertinent to the project.

The WORK consists of furnishing all labor, materials, equipment, incidentals required to perform the work specified in the Specifications and the accompanying plan set titled "**Annual Sidewalk Improvements Project 2022**".

WORK includes, but is not limited to:

1. Complete mobilization and demobilization of equipment, materials, and labor
2. Notification of affected businesses and residents two days in advance of work
3. Traffic Control to include flaggers, equipment, and personnel as needed
4. Stormwater management as required for construction
5. Removing and installing curb
6. Removing and installing new sidewalk and ADA compliant ramps
7. Removing and installing new asphalt concrete
8. Installing new concrete curb and gutter
9. Reinstalling signs
10. Improvement and installation of drainage features.

The WORK is more fully described in Sections 3 and 4, but, in general, consists of the following major elements (not all of which are payment items):

1. Submittal of:
  - a. Traffic Control plan for each phase of work per MUTCD
  - b. Work Schedule plan
  - c. Water Pollution Control plan (WPCP)

## **B. Location of Work and Property Ownership**

### **1. Area**

The WORK area is located within the City of Arcata in Humboldt County in the northwestern portion of the State of California.

### **2. Sites**

The Work will take place at the following sites;

- 11<sup>th</sup> and A Streets
- 12<sup>th</sup> and Spring Streets
- 13<sup>th</sup> and Union Streets
- 13<sup>th</sup> and B Streets
- 14<sup>th</sup> and Union Streets
- H Street

The WORK is located within City of Arcata (COA) Right of Way (ROW).

## **1.02. CONTRACTOR'S DUTIES**

1. Except as specifically noted, provide and pay for:
  - a. Labor, materials, and equipment.
  - b. Tools, construction equipment, and machinery.
  - c. Water and utilities required for construction. The Contractor may make arrangements with the City for water through fire hydrants.
  - d. All other facilities and services necessary for proper execution and completion of WORK.
2. Pay legally required sales, consumer, and use taxes.
3. Procure and maintain all insurance and bonds required by these Contract Documents.
4. Secure and pay for, as necessary for proper execution and completion of the WORK, applicable permits not mentioned elsewhere, licenses, and agreements. Conform to the requirements of all such documents.
5. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on the performance of the work.
6. Promptly submit written notice to the CITY ENGINEER of observed variance of Contract Documents from legal requirements.
7. Enforce strict discipline and good order of the employees.
8. Submit an APPROVED water pollution control plan (WPCP) to the City of Arcata (see Section 4).
9. Submit an APPROVED Traffic Control Plan **PRIOR** to work commencement.

## **1.03 WORK SEQUENCE**

Prior to commencement of WORK, the CONTRACTOR shall become familiar with the existing underground utilities and surface facilities within the WORK area. CONTRACTOR shall immediately notify the ENGINEER of observed unexpected obstructions or interferences. Contractor to contact Underground Service Alert (USA)

prior to any excavation.

After execution of the contract and prior to start of any work, the CONTRACTOR shall submit its proposed construction schedule to the ENGINEER for approval. The construction schedule shall be in the form of a tabulation, chart, or graph and shall be in sufficient detail to show chronological relationship of all activities of the project. These include, but are not limited to: estimated starting and completion dates of various activities, submittal of shop drawings to the ENGINEER for approval, procurement of materials and scheduling of equipment.

#### **1.04 CONTRACTOR USE OF PREMISES**

1. Right-of-way easements, construction easements, and encroachment permits will be obtained by the CONTRACTOR and will be available, for inspection, upon request at the Arcata City Hall Located at 736 F St. in Arcata. **The CONTRACTOR shall become acquainted with, and abide by, any requirements of these documents.**
2. Confine operations at the site to areas permitted by:
  - a. Permits and Easements
  - b. Contract Documents

Unless otherwise shown on the plans, CONTRACTOR'S operations shall be confined to the existing traveled way where right-of-way is not delineated.
3. Do not encumber site with materials or equipment.
4. Do not load structure or roadway with weight that will endanger or render unusable any structures or roadways.
5. Assume full responsibility for protection and safekeeping of products stored on premises.
6. Move any stored products that interfere with operations of the CITY or any other CONTRACTORS.
7. Obtain and pay for use of additional storage or work area for operations.

#### **1.05 SPECIAL PERMITS AND REQUIREMENTS**

The CONTRACTOR is cautioned that all WORK must comply with existing permit requirements. Cost of compliance with permit requirements is included in payment for individual items of WORK and no additional compensation for cost arising out of compliance will be allowed.

#### **1.06 BEGINNING OF WORK AND TIME OF COMPLETION**

In accordance with Notice to Contractors, CITY shall open bids, and refer bids to the Arcata City Council for contract award. In accordance with Bidders Book, CITY shall issue the Notice of Award, and CONTRACTOR shall furnish Performance Bond, Labor and Material Bond, and certificates of insurance to CITY, and CITY shall execute contract agreement.

The CITY ENGINEER, or designee, shall determine appropriate weather and site conditions for the WORK to commence. When weather and site conditions allow, CITY shall issue NOTICE TO PROCEED

CONTRACTOR shall begin WORK within TEN (10) WORKING DAYS following the receipt of the ENGINEER'S NOTICE TO PROCEED. When the schedule has been approved by the CITY, the CONTRACTOR shall complete said WORK in accordance with approved schedule.

The WORK shall be completed within **50 WORKING DAYS** after the start of work. If CONTRACTOR does not complete WORK in accordance with the approved schedule, the CITY may elect to hire someone else to complete the WORK.

#### **1.08 LIQUIDATED DAMAGES**

CONTRACTOR shall pay to the CITY the sum of **\$1,000.00** per day for every calendar day's delay in finishing the WORK in excess of the number of WORKING DAYS prescribed above.

**\* \* \* END OF SECTION \*\*\***

## SECTION 2

### SITE CONDITIONS

#### **PART 1 - GENERAL**

##### **1.01 DESCRIPTION**

This Section describes conditions of the Work and work sites pertinent to accomplishing the finished improvements, and in complying with all special requirements and conditions placed on the Work by the City and the Property Owner.

##### **1.02 RELATED WORK**

Section 1: Summary of Work

##### **1.03 INFORMATION ON SITE LOCATIONS**

See Plan Set titled Annual Sidewalk Improvements Project 2022, Cover Sheet and individual Sheets.

##### **1.04 CONTRACTOR'S RESPONSIBILITIES**

- A. The CONTRACTOR shall satisfy himself/herself as to the nature and location of the WORK, the general and local conditions, (particularly those bearing upon availability of transportation, disposal, handling, and storage of materials; availability of labor, water, electric power, roads), the conformation and conditions of the ground, the character of equipment facilities needed preliminary to and during the prosecution of the WORK and all other matters which can in any way affect the WORK, or the cost thereof under this CONTRACT.
- B. The CONTRACTOR shall become familiar with the character, quality, and quantity of surface and subsurface materials to be encountered from inspecting the site, any exploratory work done by the CITY, as well as from information presented by the PLANS and SPECIFICATIONS portions of this CONTRACT. Any failure by the CONTRACTOR to become acquainted with all the available information will not relieve the CONTRACTOR from responsibility for properly estimating the difficulty or cost of successfully performing the WORK.

##### **1.05 ROAD CLOSURE**

There shall not be any road closure during the course of this contracted work without written permission from the CITY ENGINEER. (See General Conditions and Work Summary) The CONTRACTOR may establish one-lane traffic control when a traffic control plan is submitted by CONTRACTOR and approved by ENGINEER and proper signs and personnel are in place per the approved Traffic Control and Staging Plan.



## **PART 2 - EXECUTION**

### **2.01 DISPOSAL SITES AND STAGING AREAS**

All concrete and asphalt rubble from demolition shall be taken to a legally permitted disposal site for recycling. All other materials not suitable for recycling shall be removed from the site. The CONTRACTOR shall make all arrangements for disposal site (s) at CONTRACTOR's expense. Prior to dumping on any private property, a letter of permission allowing such dumping shall be obtained from the property owner and a copy presented to the ENGINEER. At the completion of WORK a letter from affected property owners will be required releasing the CONTRACTOR and CITY from future liability.

**\*\*\* END OF SECTION \*\*\***

**SECTION 3**  
**MEASUREMENT AND PAYMENT**

**PART 1 - GENERAL**

**1.01 GENERAL**

- A. Unless otherwise specified in other individual Sections of these specifications, quantities of WORK shall be determined from measurements or dimensions in horizontal planes.
- B. Units of measurement shall be in accordance with U.S. Standard Measures.
- C. Materials and unit price items of WORK, which are to be paid for on the basis of measurement, shall be measured in accordance with Part 2 of this Section.
- D. The water pollution control plan (WPCP) shall be considered in the various payment items (see Section 4).
- E. All WORK shall be complete and in place in compliance with the PLANS, SPECIFICATIONS, or as directed by the ENGINEER.

**PART 2 - MEASUREMENT AND PAYMENT ITEMS**

**2.01 GENERAL**

The measurement and payment items, by pay item number, are listed herein below:

**Item 1 - Mobilization and Demobilization:** Measurement for this item shall be on a **lump sum (LS)** basis. Payment shall include full compensation for all cost incurred for moving and setup of all equipment and personal onto the job site prior to commencement of the work and the removal and final site cleanup at the completion of the project. Compensation shall not exceed 8% of total bid price, 2/3 of which will be paid for mobilization, and 1/3 of which will be paid for demobilization.

**Item 2 - Traffic Control:** Measurement for this item shall be on a **lump sum (LS)** basis. Payment shall include full compensation for all materials, labor, equipment and incidentals to provide construction traffic control and a specific traffic management plan for this project at all locations as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER.

**Item 3 - Portland Cement Concrete (PCC) Curb & Gutter Demolition and Disposal:** Measurement for this item shall be on a per **linear foot (LF)** basis. Payment shall include full compensation for all materials, labor and equipment necessary to sawcut, remove, and dispose of PCC curb and gutter as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER, complete and in place.

**Item 4, A1-1- Portland Cement Concrete (PCC) Sidewalk Demolition and Disposal:** Measurement for this item shall be on a per **square foot (SF)** basis. Payment shall include full compensation for all materials, labor and equipment necessary to sawcut, remove, and dispose of PCC sidewalk as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER, complete and in place.

**Item 5, A1-2 - Asphalt Concrete (AC) Demolition and Disposal:** Measurement for this item shall be on a per **square foot (SF)** basis. Payment shall include full compensation for all materials, labor and equipment necessary to sawcut, remove, and dispose of asphalt concrete as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER, complete and in place.

**Item 6 - Grading (Cut and Fill):** Measurement for this item shall be on a **lump sum (LS)** basis. Payment shall include full compensation for all materials, tools, equipment and labor necessary for clearing, grubbing, excavation, removal of landscaping, removal of irrigation system, burial of irrigation system, disposal, delivery, placement, grading, compaction and testing of cut and fill material as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER, complete and in place.

**Item 7, A1-8 - One-Half Inch (½") Type-A Asphaltic Concrete:** Measurement for this item shall be on a per **ton (TON)** basis. Payment shall include full compensation for all materials, labor and equipment necessary for delivery, supplying, grading and compaction of base and installation of asphaltic concrete as described in these SPECIFICATIONS, as shown in the PLANS, or as directed by the ENGINEER, complete and in place.

**Item 8, A1-3 - Portland Cement Concrete (PCC) Sidewalk (4"):** Measurement for this item shall be on a per **square foot (SF)** basis. Payment shall include full compensation for all materials, labor, equipment and incidentals necessary to place four-inch (4") thick PCC sidewalk, including, but not limited to, minor excavations, supplying, grading and compaction of base, through-curb drains, placement of forms, placing, includes retainer curb, coloring and finishing of concrete as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER, complete and in place. This item includes all the materials, labor, and equipment necessary to perform asphalt shear-in, including, but not limited to, pulverizing existing AC roadways and compacting and placing asphalt concrete a minimum of two-feet wide as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER, complete and in place. This item shall also include the placement of City-supplied water meter when these items occur in the concrete work as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER, complete and in place.

**Item 9, A1-4 - Portland Cement Concrete (PCC) Sidewalk (6"):** Measurement for this item shall be on a per **square foot (SF)** basis. Payment shall include full compensation for all materials, labor, equipment and incidentals necessary to place six-inch (6") thick PCC sidewalk, including, but not limited to, minor excavations, supplying, grading and compaction of base, through-curb drains, placement of forms, placing, coloring and finishing of concrete as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER, complete and in place. This item includes all the materials, labor, and equipment necessary to perform asphalt shear-in, including, but not limited to, pulverizing existing AC roadways and compacting and placing asphalt concrete a minimum of two-feet wide as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER, complete and in place. This item shall also include the placement of City-supplied water meter when these items occur in the concrete work as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER, complete and in place.

**Item 10, A1-5 - Portland Cement Concrete (PCC) Curb:** Measurement for this item shall be on a per **linear foot (LF)** basis. Payment shall include full compensation for all materials, labor and equipment necessary to place PCC curbs, including, but not limited to, minor excavations, supplying, grading and compaction of base, placement of forms, and placing and finishing of concrete as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER, complete and in place. This item includes all the materials, labor, and equipment necessary to perform asphalt shear-in, including, but not limited to, pulverizing existing AC roadways and compacting and placing asphalt concrete a minimum of two-feet wide as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER, complete and in place.

**Item 11, A1-6 - Portland Cement Concrete (PCC) Curb & Gutter:** Measurement for this item shall be on a per **linear foot (LF)** basis. Payment shall include full compensation for all materials, labor and equipment necessary to place PCC curbs and gutter, including, but not limited to, minor excavations, supplying, grading and compaction of base, placement of forms, and placing and finishing of concrete as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER, complete and in place. This item includes all the materials, labor, and equipment necessary to perform asphalt shear-in, including, but not limited to, pulverizing existing AC roadways and compacting and placing asphalt concrete a minimum of two-feet wide as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER, complete and in place.

**Item 12, A1-11 - Truncated Domes:** Measurement for this item shall be on a per **square feet (SF)** basis for placing truncated domes. Payment shall include full compensation for all materials, labor and equipment necessary to place truncated domes supplied by the City and as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER, complete and in place.

**Item 13, A1-9 - 6" PVC Storm Drain Pipe:** Payment for this item shall be on a **linear foot (LF)** basis. Payment shall include full compensation for all materials, tools, equipment, labor, and incidentals necessary for installing the pipe. Items of work include, but are not limited to, excavation, removal of existing pipe and structures, laying pipe to grade, bedding of pipe, connecting to new and existing drainage structures and backfilling and compaction of trench as described in these SPECIFICATIONS, as shown on the PLANS, or as described by the ENGINEER, complete and in place.

**Item 14 - French Drain System:** Measurement for this item shall be on a **lump sum (LS)** basis. Payment shall include full compensation for all materials, labor, equipment and incidentals necessary for French Drain System installation, complete in place, and shall include excavation, subgrade preparation, formwork, and all other work required as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER, complete and in place.

**Item 15, A1-7 – Salvage and Reinstall (E) Roadside Sign:** Measurement and payment for this item shall be on a per **each (EA)** basis. Payment shall include full compensation for all materials, labor, equipment and incidentals to reinstall and/or relocate existing roadside signs using existing posts or City-supplied sign bases and posts as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER, complete and in place.

**Item 16 – Thermoplastic Pavement Markings:** Measurement and payment of Thermoplastic Pavement Markings (words, arrows and symbols, crosswalk and limit line) shall be on a **square foot (SF)** basis, measured in square footage as shown per applicable detail in State Standard PLANS, 2018 Edition. Thermoplastic pavement markings shall be provided and placed per State Standard SPECIFICATIONS, 2018 Edition, as shown on the PLANS, or as directed by the ENGINEER.

**Item A1-10 - Trench Drain System:** Measurement for this item shall be on a **lump sum (LS)** basis. Payment shall include full compensation for all materials, tools, equipment, labor, and incidentals necessary to form and pour PCC sidewalk channel, and place diamond plated arch drain complete and in place per these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER.

**Item A2-1 – Remove (E) Trees & Install Root Barrier in Tree Well:** Measurement for this item shall be on a **lump sum (LS)** basis. Payment shall include full compensation for all materials, tools, equipment, labor, and incidentals necessary to remove and dispose of the existing trees (including roots), excavate the tree well, install root barrier, and then backfill with topsoil complete and in place per these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER.

**\*\*\* END OF SECTION \*\*\***

## SECTION 4

### WATER POLLUTION CONTROL

#### **PART 1 - GENERAL**

##### **1.01 DESCRIPTION**

This section contains the CONTRACTOR's contract requirements for the control of storm water, trench water and sediment at the construction site.

##### **1.02 WATER POLLUTION CONTROL**

Water pollution control work shall conform to the requirements in the "Arcata Municipal Code Title Seven Chapter Five" and "Arcata Storm Water Management Plan" and the "City of Arcata Storm Water Best Management Practices (BMPs) Manual," and addenda thereto. These manuals are hereinafter referred to respectively as the "Preparation Manual" and the "Construction Site BMPs Manual," and collectively, as the "Manuals." Copies of the Manuals may be viewed at the City of Arcata Engineering Department inside Arcata City Hall, 736 F Street, Arcata, Ca., and may also be obtained from the City of Arcata's internet website at: <http://www.cityofarcata.org>.

The CONTRACTOR shall know and fully comply with applicable provisions of the Manuals, and Federal, State and local regulations and requirements that govern the CONTRACTOR's operations for storm water and non-storm water discharges from both the project site and other areas of disturbance which are directly related to construction activities for this contract.

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

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

##### **1.03 WATER POLLUTION CONTROL PROGRAM PREPARATION, APPROVAL AND AMENDMENTS**

As part of the water pollution control work, a Water Pollution Control Program (WPCP) submittal is required for this contract.

No work having potential to cause water pollution shall be performed until the WPCP has been submitted to the CITY ENGINEER. Submittal shall not constitute a finding that the WPCP complies with applicable requirements of the Manuals and applicable Federal, State and local laws, regulations, and requirements.

The CONTRACTOR shall designate a Water Pollution Control Manager. The Water Pollution Control Manager shall be responsible for the preparation of the WPCP and required modifications or amendments, and shall be responsible for the implementation and adequate functioning of the various water pollution control practices employed. The CONTRACTOR may designate different Water Pollution Control Managers to prepare the WPCP and to implement the water pollution control practices. The Water Pollution Control Managers shall serve as the primary contact for issues related to the WPCP or its implementation. The CONTRACTOR shall assure that the Water Pollution Managers have adequate training and qualifications necessary to prepare the WPCP, implement and maintain water pollution control practices.

Prior to beginning any WORK on the contract, the CONTRACTOR shall submit 3 copies of the WPCP to the ENGINEER.

The WPCP shall incorporate water pollution control practices in the following categories:

- A. Soil stabilization
- B. Sediment control
- C. Wind erosion control
- D. Tracking control
- E. Non-storm water management
- F. Waste management and materials pollution control
- G. Trench water management

The WPCP shall include, but not be limited to, the items described in the Manuals and related information contained in the contract documents.

The CONTRACTOR shall keep one copy of the WPCP and amendments at the project site. The WPCP shall be made available upon request by a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency, or the local storm water management agency. Requests by the public shall be directed to the CITY ENGINEER.

#### **1.04 WPCP**

Unless otherwise specified, upon approval of the WPCP, the CONTRACTOR shall be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, removing, and disposing of the water pollution control practices specified in the WPCP and in the amendments. Unless otherwise directed by the CITY ENGINEER, the CONTRACTOR's responsibility for WPCP implementation shall continue throughout any temporary suspension of work. Requirements for installation, construction, inspection, maintenance, removal, and disposal of water pollution control practices shall conform to the requirements in the Manuals and these special provisions.

If the CONTRACTOR fails to conform to the provisions of this section, “Water Pollution Control,” the CITY ENGINEER may order the suspension of construction operations until the project complies with the requirements of this section.

Implementation of water pollution control practices may vary by season. The Construction Site BMPs Manual and these special provisions shall be followed for control practice selection of year-round, rainy season and non-rainy season water pollution control practices.

### **Year-Round Implementation Requirements**

The CONTRACTOR shall have a year-round program for implementing, inspecting and maintaining water pollution control practices for wind erosion control, tracking control, non-storm water management, waste management, materials pollution control and trench water management.

The National Weather Service weather forecast shall be monitored and used by the CONTRACTOR on a daily basis. An alternative weather forecast proposed by the CONTRACTOR may be used if approved by the CITY ENGINEER. If precipitation is predicted, the necessary water pollution control practices shall be deployed prior to the onset of the precipitation.

Disturbed soil areas shall be considered active whenever the soil disturbing activities have occurred, continue to occur or will occur during the ensuing 21 days. Non-active areas shall be protected as prescribed in the Construction Site BMPs Manual within 14 days of cessation of soil disturbing activities or prior to the onset of precipitation, whichever occurs first.

### **Rainy Season Implementation Requirements**

Soil stabilization and sediment control practices conforming to the requirements of these special provisions shall be provided throughout the rainy season, defined as between October 15<sup>th</sup> and April 15<sup>th</sup>.

An implementation schedule of required soil stabilization and sediment control practices for disturbed soil areas shall be completed no later than 20 days prior to the beginning of each rainy season. The implementation schedule shall identify the soil stabilization and sediment control practices and the dates when the implementation will be 25 percent, 50 percent and 100 percent complete, respectively. For construction activities beginning during the rainy season, the CONTRACTOR shall implement applicable soil stabilization and sediment control practices.

### **Non-Rainy Season Implementation Requirements**

The non-rainy season shall be defined as days outside the defined rainy season. The CONTRACTOR’s attention is directed to the Construction Site BMPs Manual for soil stabilization and sediment control implementation requirements on disturbed soil areas during the non-rainy season. Disturbed soil areas within the project shall be protected in conformance with the requirements in the Construction Site BMPs Manual with an effective combination of soil stabilization and sediment control.



## **1.05 REPORTING REQUIRMENTS**

### **Report of Discharges, Notices or Orders**

If the CONTRACTOR identifies discharges into surface waters or drainage systems in a manner causing, or potentially causing, a condition of pollution, or if the project receives a written notice or order from a regulatory agency, the CONTRACTOR shall immediately inform the CITY ENGINEER. The CONTRACTOR shall submit a written report to the CITY ENGINEER within 7 days of the discharge event, notice or order. The report shall include the following information:

- A. The date, time, location, nature of the operation, and type of discharge, including the cause or nature of the notice or order.
- B. The water pollution control practices deployed before the discharge event, or prior to receiving the notice or order.
- C. The date of deployment and type of water pollution control practices deployed after the discharge event, or after receiving the notice or order, including additional measures installed or planned to reduce or prevent reoccurrence.
- D. An implementation and maintenance schedule for affected water pollution control practices.

### **Report of First-Time Non-Storm Water Discharge**

The CONTRACTOR shall notify the CITY ENGINEER at least 3 days in advance of first-time non-storm water discharge events. The CONTRACTOR shall notify the CITY ENGINEER of the operations causing non-storm water discharges and shall obtain field approval for first-time non-storm water discharges. Non-storm water discharges shall be monitored at first-time occurrences and routinely thereafter.

## **1.06 PAYMENT**

Payment for water pollution control shall be included in other items of work.

\*\*\* END OF SECTION \*\*\*

**BIDDER'S  
BOOK**

**BIDDERS' CHECKLIST**

This checklist has been prepared and furnished to aid bidders in including all necessary supporting information with their bid. Bidders' submittals should include, but are not limited to the following:

- 1. Bid Schedule/Bid Proposal \_\_\_\_\_
- 2. Authority to Sign Bid Proposal (if applicable) \_\_\_\_\_
- 3. Acknowledgment of Addenda (if applicable) \_\_\_\_\_
- 4. Bid Bond \_\_\_\_\_
- 5. Power of Attorney (attached to Bid-Bond) \_\_\_\_\_
- 6. Non-Collusion Declaration \_\_\_\_\_
- 7. List of Subcontractors \_\_\_\_\_
- 8. Materials and Supplies List \_\_\_\_\_
- 9. Public Contract Code Section 10285.1 \_\_\_\_\_
- 10. Bidders Execution \_\_\_\_\_
- 11. Workers Compensation Certification \_\_\_\_\_
- 12. Anti-Lobbying Certification \_\_\_\_\_

# **REQUIRED BIDDING FORMS**

# ANNUAL SIDEWALK IMPROVEMENTS PROJECT 2022

## BID SCHEDULE

TO: The City of Arcata  
736 "F" Street  
Arcata, CA 95521

The undersigned is completely familiar with all the conditions affecting the cost of WORK at the place where the WORK is to be done and with the PLANS and CONTRACT DOCUMENTS and addenda thereto, hereby proposes and agrees to perform everything required to be performed and to provide and furnish all required labor, materials, tools, equipment, supervision, and all utility and transportation services necessary to complete in a workmanlike manner the ANNUAL SIDEWALK IMPROVEMENTS PROJECT 2022 within the time set forth therein, and at the prices stated below.

BIDDER hereby agrees to coordinate and schedule work under this CONTRACT and complete all WORK within **50 WORKING DAYS** after the receipt of the Notice to Proceed.

BIDDER acknowledges receipt of the following ADDENDA, dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

BIDDER has read and understands the contract documents for construction:

\_\_\_\_\_

Bidders Name

Company Name

Title

\_\_\_\_\_

\_\_\_\_\_

Signature

Date

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sums:

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

**BID SCHEDULE**  
**ANNUAL SIDEWALK IMPROVEMENTS PROJECT 2022**

**BASE BID**

Item No.	Description	EST. Quantity	Unit	Unit Price (\$)	Extended Price (\$)
1.	Mobilization and Demobilization	1	LS		
2.	Traffic Control	1	LS		
3.	Portland Cement Concrete (PCC) Curb & Gutter Demolition and Disposal	345	LF		
4.	Portland Cement Concrete (PCC) Sidewalk Demolition and Disposal	2,340	SF		
5.	Asphalt Concrete (AC) Demolition and Disposal	310	SF		
6.	Grading (Cut and Fill)	1	LS		
7.	One-Half Inch (1/2") Type-A Asphaltic Concrete	1	TON		
8.	Portland Cement Concrete (PCC) Sidewalk 4"	1,470	SF		
9.	Portland Cement Concrete (PCC) Sidewalk 6"	540	SF		
10.	Portland Cement Concrete (PCC) Curb	9	LF		
11.	Portland Cement Concrete (PCC) Curb & Gutter	381	LF		
12.	Truncated Domes	190	SF		
13.	6" PVC Storm Drain Pipe	10	LF		
14.	French Drain System	1	LS		
15.	Salvage & Reinstall (E) Roadside Sign	9	EA		
16.	Thermoplastic Pavement Markings	38	SF		

**TOTAL AMOUNT OF BASE BID (in words and numbers)**

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(words) (figures)

**ADDITIVE ALTERNATIVE #1**

Item No.	Description	EST. Quantity	Unit	Unit Price (\$)	Extended Price (\$)
A1-1	Portland Cement Concrete (PCC) Sidewalk Demolition and Disposal	208	SF		
A1-2	Asphalt Concrete (AC) Demolition and Disposal	308	SF		
A1-3	Portland Cement Concrete (PCC) Sidewalk 4"	243	SF		
A1-4	Portland Cement Concrete (PCC) Sidewalk 6"	78	SF		
A1-5	Portland Cement Concrete (PCC) Curb	9	LF		
A1-6	Portland Cement Concrete (PCC) Curb & Gutter	89	LF		
A1-7	Salvage & Reinstall (E) Roadside Sign	4	EA		
A1-8	One-Half Inch (1/2") Type-A Asphaltic Concrete	1	TON		
A1-9	6" PVC Storm Drain Pipe	10	LF		
A1-10	Trench Drain System	1	LS		
A1-11	Truncated Domes	75	SF		

**TOTAL AMOUNT OF ADDITIVE ADLTERNATRIVE #1 (in words and numbers)**

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
 (words) (figures)

**ADDITIVE ALTERNATIVE #2**

Item No.	Description	EST. Quantity	Unit	Unit Price (\$)	Extended Price (\$)
A2-1	Remove (E) Trees & Install Root Barrier in Tree Well	8	EA		

**TOTAL AMOUNT OF ADDITIVE ADLTERNATRIVE #2 (in words and numbers)**

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
 (words) (figures)

Note: Contract award will be made to the lowest responsive, responsible low BIDDER as determined by BASE BID. **Any one bid item that is obviously off-set in the opinion of the City will result in the entire bid being rejected.**

It is further agreed that:

- (a) In case of a discrepancy between words and figures, the words shall prevail, and in the case of a discrepancy between unit prices and totals, the unit price shall prevail.
- (b) THE CITY reserves the right to eliminate any section of this proposal from the contract without claim of the CONTRACTOR for profits lost.
- (c) No verbal agreement or conversation with any officer, agent, or employee of THE CITY, either before or after the execution of the Agreement, shall affect or modify any of the terms or obligations of this proposal.
- (d) THE CITY will not be responsible for any errors or omission on the part of the undersigned in making up his/her BID, nor will the BIDDER be released on account of error.
- (e) The undersigned BIDDER is properly licensed in accordance with the State of California Act providing for the registration of Contractors.
- (f) The undersigned BIDDER/CONTRACTOR certifies that they and all sub-contractors are registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- (g) The Undersigned BIDDER certifies that he/she has confirmed that the proposed form of contract, and the plans and specifications are complete.

Respectfully submitted:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Bidders Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
License Number

\_\_\_\_\_  
Tax ID Number

\_\_\_\_\_  
DIR Registration Number

SEAL (If Bid is by a corporation)



**PROJECT ADDENDA**

**ATTACH SIGNED ADDENDA TO THIS PAGE**

**BIDDER'S SECURITY**

**ATTACH BID BOND TO THIS PAGE**

Every bid on every public works contract of a public entity shall include a declaration under penalty of perjury under the laws of the State of California, in the following form:

"NONCOLLUSION DECLARATION TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state]."

Respectfully submitted:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Bidders Name

\_\_\_\_\_  
Date

**NOTE: ALL PROJECTS**

**LIST OF SUBCONTRACTORS**

In accordance with the provisions of Section 4104 to 4113, inclusive of the Government Code of the State of California, each BIDDER shall list below the name, location, and place of business of each subcontractor who shall perform any portion of the contract WORK.

<b>Bid Item No.</b>	<b>Name of Subcontractor</b>	<b>Address of Office Mill, or Shop</b>	<b>California State Contractor's License Number</b>	<b>Department of Industrial Relations Registration Number</b>

**MATERIALS AND SUPPLIES LIST**

	<b><u>Material</u></b>	<b><u>Source</u></b>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____
11.	_____	_____
12.	_____	_____

## **PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

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

**NOTE:** The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Proposal. Signing the signature portion thereof shall also constitute signature of this Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL**

The bidder \_\_\_\_\_, proposed subcontractor \_\_\_\_\_, hereby certifies that he has, \_\_\_\_\_ has not, \_\_\_\_\_ participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor [41 CFR 60-1.7 (b) (1)], and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of \$10,000 or under are exempt.)

Currently Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontract unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of federal Contract Compliance, U.S. Department of Labor.

**SMALL BUSINESS STATUS**

Are you certified as a "Small Business" by the Office of Small Business of the Department of General Services of the State of California?

Please check one of the following: \_\_\_\_\_ yes, \_\_\_\_\_ no, \_\_\_\_\_ unsure.

(Note: This small business questionnaire is included for statistical reporting only, and your answer will neither effect your bid on this contract, nor will it be cause for penalty.)

**FEDERAL DEBARMENT AND SUSPENSION**

I certify that I have never been debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 "Debarment and Suspension."

**WORKERS COMPENSATION CERTIFICATION**

State of California

County of Humboldt

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Bidders Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date



## ANTI-LOBBYING CERTIFICATION

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

**SAMPLE  
CONTRACT  
FORMS**

The remaining pages of the Bidders Book include sample forms that will be executed following the bid-opening.

# NOTICE OF AWARD

TO:

PROJECT: ANNUAL SIDEWALK IMPROVEMENTS PROJECT 2022

You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_.

You are required by the Instruction to Bidders to furnish the required CONTRACTOR's Performance Bond, Labor and Materials Bond, certificates of insurance, and to execute the Agreement within ten (10) calendar days from the date of this Notice.

If you fail to furnish said BONDS, Insurance, and execute said Agreement within ten (10) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

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

Owner: \_\_\_\_\_

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

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

## ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

CONTRACT BETWEEN \_\_\_\_\_ AND THE  
CITY OF ARCATA FOR  
**ANNUAL SIDEWALK IMPROVEMENTS PROJECT 2022**

This CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the City of Arcata, a municipal corporation (“City”), and \_\_\_\_\_, a \_\_\_\_\_ (“Contractor”).

The parties agree as follows:

1. **Scope of Services:** Contractor agrees to complete all work as specified in Exhibit “A,” Scope of Work, attached hereto and incorporated herein (“Work”). All work shall be completed in accordance with the Contract Documents.
2. **Contract Documents Include:** The contract documents include this Contract, all Plans and Specifications, including the Greenbook (BNI Publications, Inc., 2015 edition), the Notice Inviting Bids or Notice Inviting Quotes, the Bid or Quote, the Certificates of Insurance, Workers’ Compensation Certificate, and Bonds (if any) (“Contract Documents”). All of the provisions of the Contract Documents are hereby incorporated in and made a part of this Contract as if fully set forth herein.
3. **Compensation:** The City shall pay Contractor for services performed in accordance with this Contract according to the payment schedule contained in the Accepted Bid, which is attached hereto as Exhibit “B” and incorporated herein.

**The maximum contract price is \_\_\_\_\_, inclusive of reimbursements of expenses, if any are authorized.**

4. **Payment:** Contractor shall submit monthly invoices for completed tasks as outlined in Exhibit “A” – Scope of Services. All invoices must include Purchase Order No. \_\_\_\_\_. Invoices received without reference to correct Purchase Order Number will be returned to Contractor without processing. The City agrees to pay invoices within 30 days upon receipt of invoice less 10% until approval and acceptance of completed project. The final invoice will be paid within 30 days from the City’s acceptance and approval of completed project. All payments are subject to final audit upon completion of services or other termination of this Contract.
5. **Commencement of Work, Time for Completion:** No Work shall be performed or furnished under this Contract until the City has delivered a signed Contract and Notice to Proceed to the Contractor. The Contractor shall complete the Work by \_\_\_\_\_ (the “Completion Date”). An extension to the Completion Date may be allowed in accordance with Section 34, Uncontrollable Circumstances. The Contractor shall at all times employ such force, plant, materials, and tools as will be sufficient, in the opinion of the City Representative, to perform required activities at a pace sufficient to complete the Work by the Completion Date. If in the opinion of the City Representative, the Contractor has failed or is failing to employ sufficient force, materials, and tools, or, to maintain adequate progress, the City Representative may, at no additional cost to the City, require the Contractor to increase progress of work. The Contractor shall implement action required to increase progress and report the action or actions to be taken to the City Representative within two work days following the City Representative’s order to increase progress.
6. **Bonds and Surety Qualifications:** If indicated below, Contractor shall, within 10 days of contract award and before execution of the contract, furnish a Bond for Faithful Performance and/or a Payment Bond (also called Labor and Materials Bond) on forms provided by the City, each in the amount of 100

percent of the contract price. The Bond for Faithful Performance shall remain in effect during the performance of the work, and for 365 days after recordation of a Notice of Completion, or if a Notice of Completion is not recorded by the City, within thirty days of completion of the Work. The Payment Bond shall remain in effect until recordation of the Notice of Completion, or if a Notice of Completion is not recorded by the City, for 60 days after completion of the Work. All Bonds shall be furnished by the Contractor at its own cost and expense. All bonds shall be executed by such sureties as are admitted to transact surety insurance in the State of California. Should an objection as to the sufficiency of an admitted surety on a bond be made, California Code of Civil Procedure Section 995.660 shall apply.

Performance Bond Required: \_\_\_\_\_ Payment Bond Required: \_\_\_\_\_ [check only if required]

7. Independent Contractor: Parties intend that Contractor, in performing Work, shall act as an independent contractor and shall have control of his work and the manner in which it is performed. Contractor shall be free to contract for similar services to be performed for others while under contract with City, provided no conflict of interest is created. Contractor is not to be considered an agent or employee of City.
  
8. Insurance: All Work shall be performed entirely at the Contractor's risk. Prior to the beginning of and throughout the duration of the Work, Contractor shall procure and maintain for the duration of the contract, and for a minimum of five (5) years after completion of all Work, 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, his agents, representatives, employees, or subcontractors. All insurance carriers shall be admitted in the state of California and have an A.M. Best's rating of A- or better and minimum financial size VII. Coverage shall be at least as broad as the following minimum limits:
  - (a) *Commercial General Liability (CGL)*: Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. Additional insured coverage for the City shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits.
  
  - (b) *Automobile Insurance*: ISO Auto Coverage Form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$2,000,000 per accident for bodily injury and property damage. If City approves Contractor or Contractor's employees use personal autos on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.
  
  - (c) *Workers Compensation Insurance*: covering all employees and volunteers as required by the State of California, with Statutory Limits on a state-approved policy form, and Employer's Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
  
  - (d) *Builder's Risk (Course of Construction) Insurance*: utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

- (e) *Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards)*: with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.
- (f) *Excess or Umbrella Liability Insurance (Over Primary)*: if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverage. Such policy or policies shall include a drop down provision providing coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf of" basis, with defense costs payable in addition to policy limits. Such insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's insurance or self-insurance shall be called upon to protect it as a named insured. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, sub-contractors or others involved in performing Work under this Contract. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein.
- (g) *General Conditions Pertaining to Insurance*:
  - (1) The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; **and** one of the following ISO completed operations Forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40. The additional insured coverage under Contractor's policy shall be provided on a primary, non-contributing basis in relation to any other insurance or self-insurance available to the City. Contractor's policy shall not seek contribution from the City's insurance or self-insurance.
  - (2) It is a requirement under this Contract that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage and/or limits required in this Section 8 shall be available to the City as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or

proceeds available to the named insured, whichever is greater.

- (3) All self-insured retentions (SIR) must be disclosed to the City for approval and shall not reduce the limits of liability. Policies containing any SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.
  - (4) The City reserves the right to obtain a full certified copy of any insurance policy and any endorsement. Failure to exercise this right shall not constitute a waiver of the City's right.
  - (5) Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Contractor shall forthwith obtain and submit proof of substitute insurance.
  - (6) Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors..
  - (7) Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all required coverages and an additional insured endorsement to Contractor's general liability policy, shall be delivered to the City at or prior to the execution of the Contract.
  - (8) All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the City's protection without the City's prior written consent.
  - (9) The City reserves the right at any time during the Term of the Contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to the City.
  - (10) In the event Contractor fails to obtain or maintain completed operations coverage as required by this Contract, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor
9. Indemnity:
- (a) To the fullest extent allowed by law, Contractor shall indemnify, defend and hold harmless the City and its officers, officials, employees, and volunteers through legal counsel reasonably acceptable to the City, from and against any and all claims, damages and expenses, including attorney fees and costs of litigation, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.



- (b) Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her/its sole expense and agrees to bear all other costs and expenses related thereto.
- (c) Contractor's responsibility for defense and indemnity obligations shall survive the termination or completion of this Contract for the full period of time allowed by law.
- (d) The defense and indemnification obligations of the Contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Contract.

10. Subcontracting:

- (a) Contractor shall comply with the Subletting and Subcontracting Fair Practices Act of Public Contracts Code Sections 4100 et seq.
  - a. Contractor shall submit to the City the following information as part of its bid proposal:
    - (1) The name and location of the place of business of each subcontractor performing work, labor or rendering construction services and each subcontractor licensed by the State of California specially fabricating and installing improvements according to detailed drawings or the plans and specifications, in an amount in excess of one-half of one percent of the Contractor's total bid.
    - (2) The portion of the Work to be done by each subcontractor.
  - b. Contractor shall list only one subcontractor for each portion of the Work identified in the bid.
  - c. Contractor shall include in all subcontracts and require of all subcontractors all insurance and indemnity requirements and provisions of the Contract that are applicable to any subcontractor's scope of work. Subcontractor's responsibility for defense and indemnity obligations shall survive the termination or completion of this Contract for the full period of time allowed by law.
  - d. Each subcontractor shall be obligated to Contractor and the City in the same manner and to the same extent as Contractor is obligated to the City under the Contract Documents. If hiring a sub-subcontractor to perform any Work, the subcontractor shall include in the sub-subcontract all provisions of the Contract Documents including all insurance and indemnity provisions that are applicable to said sub-subcontractor's scope of work.
  - e. Contractor shall furnish a copy of the Contract insurance and indemnity provisions to any subcontractor upon request. Upon request from the City, Contractor shall provide insurance certificates and endorsements of its subcontractors.

11. Prevailing Wages: A determination of the general prevailing rates of per diem wages and holiday and overtime work where the work is to be performed is available for review upon request at City's Assistant Purchasing Agent, 736 F Street, Arcata, CA. Contractor and subcontractors will not pay less than the prevailing rates of wages. Contractor will post one copy of the prevailing rates of wages at the job site. Contractor shall forfeit as penalty to the City the sum of up to fifty dollars (\$50.00) for each

calendar day or portion thereof, and for each worker paid less than the prevailing rates under the contract.

12. Payroll Records:

- (a) Pursuant to California Labor Code Section 1776, Contractor and each subcontractor shall keep accurate records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
  - (1) The information contained in the payroll record is true and correct.
  - (2) The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public work project.
- (b) The payroll records enumerated under paragraph (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
  - (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
  - (2) A certified copy of all payroll records enumerated on paragraph (a) shall be made available for inspection or furnished upon request to the City, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
  - (3) A certified copy of all payroll records enumerated in paragraph (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (b)(2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.
- (c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as provided by the division.
- (d) The Contractor or subcontractor shall file a certified copy of the records enumerated in paragraph (a) with the entity that requested the records within ten days after receipt of a written request.
- (e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated.

- (f) The Contractor shall inform the City of the location of the records enumerated under paragraph (a), including the street address, city and county, and shall, within five working days, provide a notice of change of location and address.
  - (g) The Contractor or subcontractor shall have ten days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (a). In the event that the Contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the City, forfeit \$25 for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. The Contractor is not subject to a penalty assessment pursuant to this section due to a failure of a subcontractor to comply with this section.
13. Audit of Records: Contractor shall maintain complete and accurate records of all payrolls, expenditures, disbursements and other cost items charged to the City or establishing the basis for an invoice, for a minimum of four years from the date of final payment to Contractor. All such records shall be clearly identifiable. Contractor shall allow City representatives to inspect, examine, copy and audit such records during regular business hours upon 24 hours' notice.
14. Hours Of Work:
- (a) Eight hours labor constitutes a legal day's work. Workers shall be paid at a rate of one and one-half times the basic rate of pay for work in excess of eight hours during a calendar day or 40 hours during a calendar week of the foregoing hours.
  - (b) Contractor shall keep and make available an accurate record showing the name each worker and hours worked each day and each week by each worker.
  - (c) As a penalty to the City, Contractor shall forfeit twenty-five dollars (\$25.00) for each worker, including subcontractors' workers, for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of Labor Code Sections 1810 through 1815.
15. Document Submission and Title to Documents: All documents, reports, plans, specifications, maps, estimates, manuscripts, drawings, descriptions and other final work products compiled under this Contract must be submitted electronically in MS Word and PDF formats and in hard copy format. Additionally, upon payment of fees and expenses due, title to all such documents shall be vested in the City.
16. Materials and Equipment:
- (a) Unless otherwise specified, shown, or permitted by the City, materials and equipment incorporated in the Work shall be new. The City may request the Contractor to furnish manufacturer's certificates to this effect.
  - (b) The Contractor must furnish adequate equipment and facilities to properly perform the Work in a workmanlike manner in accordance with specifications set forth in this Contract. Such equipment and facilities must be in a good state of repair and maintained in such state during the

progress of the Work and shall meet requirements of applicable ordinances and laws. No worn or obsolete equipment shall be used, and in no case shall the manufacturer's rating of capacity for equipment be exceeded.

- (c) Materials furnished and Work performed shall be subject to inspection and testing by City's authorized agents at City's expense. If such inspection and testing reveals non-compliance with the requirements of this contract, the Contractor shall bear the cost of necessary corrective measures and the cost of subsequent inspecting and testing.
  - (d) The inspection of the Work shall not relieve the Contractor of the obligations under the contract. Even though equipment, materials, or Work required under the Contract have been inspected, accepted, and estimated for payment, the Contractor shall replace or repair such equipment, materials, 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.
  - (e) Materials for use in the Work shall be stored by Contractor to prevent damage from exposure to the elements, admixture of foreign materials or from any other cause. Contractor is responsible for damage to or loss of materials by weather or other causes.
17. Permits and Licenses: Prior to execution of the Contract, the Contractor shall obtain and maintain throughout the contract period a valid City of Arcata business license. Contractor shall apply for and procure permits and licenses necessary for the Work. Contractor shall give notices necessary and incidental to the due and lawful prosecution of the Work and shall comply duly with the terms and conditions of permits and licenses. Contractor shall pay charges and fees in connection with permits and licenses.
18. Contractor Qualifications and Standard of Work: Contractor warrants that it is fully qualified to perform the Work, and holds all applicable licenses, permits, and other necessary qualifications. Contractor shall perform and complete in a good and workmanlike manner all the Work described in the Contract Documents, to furnish at its cost and expense all tools, equipment, labor and materials necessary therefore, except such materials as are specifically stipulated in the Contract Documents to be furnished by City, and to do everything required by this Contract and other contract documents. Contractor shall possess a valid Class C-12 and/or "A" (contractor license), or the appropriate special California contractor's license at the time of bid submission and for the duration of the Contract. The Contractor shall be responsible for complying with all applicable local, state, and federal laws and regulations whether or not expressly stated or referred to herein. Only competent workers shall be employed on the Work. Workers who are incompetent, intemperate, troublesome, disorderly or otherwise objectionable, or who fail to perform Work properly and acceptably, shall be immediately removed from the Work by the Contractor and not re-employed.
19. Apprentices: Contractor shall comply with the Labor Code concerning the employment of apprentices.
20. Supervision of Work by Contractor: Before starting the Work, Contractor shall designate, in writing, a representative having authority to act for Contractor, and may designate an alternate representative. The representative or alternate shall be present at the work site when Work is in progress. Orders or communications given to this representative shall be deemed delivered to the Contractor. In the absence of the Contractor or designated representative, directions or instructions may be given by the City

Representative to the superintendent or foreman having charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to the Contractor or the representative.

21. City Representative: The City Representative, as designated by the City Manager for the City (“City Representative”), shall decide questions about the quality of materials furnished and Work performed, manner of performance, rate of progress of the Work, interpretation of the plans and specifications, and the fulfillment of the Contract by the Contractor.

22. Inspection:

- (a) The City Representative shall have access to the Work during construction and shall be furnished with reasonable facility for gaining knowledge of the progress, workmanship and character of materials used and employed in the work.
- (b) When the Contractor varies the period during which Work is carried on each day, Contractor shall give notice to the City Representative so proper inspection may be provided. Work done in the absence of the City Representative is subject to rejection.
- (c) No materials shall be installed until approved by the City Representative. Installations to be backfilled shall be inspected and approved by the City Representative prior to backfilling. The Contractor shall give notice in advance of backfilling to the City Representative so proper inspection may be provided.
- (d) The inspection of the Work shall not relieve the Contractor of obligations to fulfill the contract. Defective Work shall be made good, and unsuitable materials may be rejected notwithstanding the fact such defective Work and unsuitable materials have been previously overlooked by the City Representative and accepted.

23. Removal of Defective and Unauthorized Work:

- (a) Rejected Work shall be removed and replaced by Contractor in an acceptable manner and no compensation will be allowed for such removal or replacement. Work done beyond the lines and grades shown on the plans or established by the City Representative, or Work done without written authority will be considered as unauthorized and not be paid for. Such Work may be ordered removed at Contractor’s expense.
- (b) Upon failure on the part of Contractor to comply promptly with an order of the City Representative under this section, the City Representative shall have authority to cause defective Work to be removed and replaced, and unauthorized Work to be removed, and to deduct the costs from monies due Contractor.

24. Errors Or Discrepancies Noted By Contractor:

- (a) If the Contractor finds discrepancy between the specifications and the drawings, and the physical conditions at the site of the Work, or finds errors or omissions in the drawings or in any survey, Contractor shall promptly notify the City in writing of such discrepancy, error or omission. If the Contractor observes drawings or specifications at variance with applicable law, ordinance, regulation, order or decree, Contractor shall promptly notify the City in writing of such conflict.

(b) On receipt of any such notice, the City shall promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, Work done by the Contractor, after Contractor's discovery of such error, discrepancy or conflict will be at Contractor's own risk and Contractor shall bear costs arising therefrom.

25. Cleanup: On completion of the Work, Contractor shall remove debris and surplus materials from the work site.

26. Guarantees: Contractor guarantees Work from defect in workmanship for the period of one year from the date of acceptance by the City and shall repair and replace such Work, together with other displaced work, without expense to the City, ordinary wear and tear, usual abuse or neglect excepted. City may have the defects repaired and made good at the expense of the Contractor, if Contractor fails to comply with the above-mentioned conditions within a week after being notified in writing.

27. Safety: Contractor and subcontractors shall comply with the provisions of the Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under the Contract Work Hours and Safety Standards Act, as set forth in Title 29, C.F.R. and by the California Division of Industrial Safety. Contractor shall take all precautions necessary for the safety and prevention of damage to property on/or adjacent to the work site, and for the safety of and prevention of injury to persons, including City's employees, Contractor's employees, and third persons, on/or adjacent to the work site.

28. Termination: Contractor At Fault:

(a) The City shall have the right to terminate the Contractor for cause under any one or more of the following circumstances:

(1) Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, failure to adhere to the progress schedule as approved from time-to-time by the City Representative, failure to adhere to the schedule of values as approved from time-to-time by the City Representative);

(2) Contractor's disregard of applicable laws and regulations;

(3) Contractor's repeated disregard of the authority or orders of the City Representative;

(4) Contractor's repeated or persistent default of any of the provisions of the Contract Documents;

(5) Contractor's material breach of any provision of the Contract Documents;

(6) Contractor's failure to perform Work for a period of five consecutive work days unless such failure is excused because of inclement weather or Uncontrollable Circumstance.

(b) If one or more of the grounds for termination exist, the City, after giving the Contractor and the performance surety five days written notice, may at its sole discretion, without liability for trespass or conversion, take any of the following actions: terminate the service of the Contractor; exclude the Contractor from the site; take possession of the site and Work; take possession of all

of Contractor's tools, appliances, construction equipment, and machinery at the site; take possession of all materials and component parts, equipment, or machinery stored at the site or for which the Contractor has paid but which are stored elsewhere; use the site, tools, appliances, construction equipment, machinery, parts, and materials to the full extent they could be used by Contractor; finish the Work as the City may deem expedient; or make demand on the performance bond surety to complete the Work. When the City terminates Contractor's services under this Section, Contractor shall not be entitled to receive further payments until the Work is completed. If the unpaid balance of the Contract Price is greater than all claims, costs, losses, offsets and damages (including without limitation all fees and charges of engineers, architects, land surveyors, contractors and other providers of professional services) sustained by the City arising out of or relating to completing the Work or exercising its rights under this Section, the excess will be paid to Contractor or the performance bond surety. If the unpaid balance of the Contract Price is less than all claims, costs, losses, offsets and damages (including without limitation all fees and charges of engineers, architects, land surveyors, contractors and other providers of professional services) sustained by the City arising out of or relating to completing the Work or exercising its rights under this Section, Contractor will pay the difference to the City. When exercising any rights or remedies under this Section, the City shall not be required to obtain the lowest price for the Work performed.

- (c) The termination of Contractor's services under this paragraph will not affect any rights or remedies the City may have against Contractor existing at the time of termination or which may later accrue. Any release of retention or payment by the City will not release Contractor from liability.

29. Termination: Contractor Not At Fault:

- (a) Upon five days' written notice to Contractor, the City may, without cause and without prejudice to any other of the City's rights or remedies, terminate the Contract.
- (b) Upon the service of a notice of contract termination, Contractor shall discontinue the Work in the manner, sequence, and at such times as directed by the City Representative. Contractor shall remain responsible for the quality and fitness of the Work performed by Contractor before termination of the Contract. All requirements of the Contract pertaining to Work completed or to be completed as directed by the City Representative as of the time of termination shall survive the termination, including without limitation, all indemnities, warranties, requirements for preparation of record drawings and completion of any "punch-list" items directed by the City Representative. Contractor shall cooperate with City with respect to providing information about the work in progress at the time of termination, as requested by the City Representative.
- (c) Upon termination of the Contract, City shall use reasonable efforts to determine and pay to Contractor within 30 days, without duplication, for the following items:
  - (1) For completed and acceptable Work executed in accordance with the contract Documents before the effective date of termination, including a fair and reasonable amount for overhead and profit on such Work, less any prior payments for the Work. The determined value of the Work, including overhead and profit, shall be consistent with the Contract Documents, including any schedule of payments or schedule of values.
  - (2) For documented direct expenses sustained before the effective date of termination in performing services or furnishing labor, materials, or equipment as required by the Contract Documents necessary for the execution of the uncompleted Work. The determined value of

the documented direct expenses, including overhead and profit, shall be consistent with the Contract Documents, including any schedule of payments or schedule of values.

- (3) For reasonable and documented direct expenses, including damages, incurred in settlement or as a consequence of terminated subcontracts;
  - (4) For other actual expenses reasonably incurred as a direct consequence of the termination.
  - (d) Notwithstanding the foregoing, Contractor shall not be entitled to recover any loss of anticipated profit or revenue or other economic loss arising out of or resulting from the termination, including without limitation any claim for anticipated profits on the Work not performed or lost business opportunity.
  - (e) If the Contractor is terminated under this Section, the City may purchase from the Contractor all consumable supplies of the Contractor on hand, or in transit, or on definite commitment, including fuel, lubricants, and materials of construction not incorporated in the Work which, in the opinion of the City Representative, are suitable and required to complete the Work; and the City shall pay to the Contractor for such consumable supplies the prices paid therefore by the Contractor.
  - (f) If the Contractor is terminated under this Section, upon request by the City Representative, the Contractor shall provide the City Representative with an itemized inventory and cost account of all plant, tools, equipment, labor and consumable supplies that have been used, are then in use, and were planned to be used on the Work. Further, upon request, the City shall have the right to audit all of the Contractor's records relating to costs incurred or planned to be incurred in performing the Work.
30. Authority to Execute this Contract: The person or persons executing this Contract on behalf of Contractor warrants and represents that he/she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.
31. Representations: The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Contract or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein; and each party acknowledges that it has relied on its own judgment in entering into this Contract. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with its dealings with the other.
32. Notices: Any notice or instrument required to be given or delivered by this contract may be given by depositing the same in any United States Post Office, registered or certified, postage prepaid, address to:

To City:

Attn: \_\_\_\_\_

City of Arcata  
736 F Street  
Arcata, CA 95521



To Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

33. Assignment: Contractor shall not assign this contract or payments under this contract. Contractor and each subcontractor hereby assign to the City rights, title, and interest in and to causes of action under Section 4 of the Clayton Act (15 U.S.C.A. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700 of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials for this contract or the subcontract. This assignment shall be made and become effective without further acknowledgement by the parties at the time City tenders final payment to Contractor.
34. Amendment: No waiver or modification of this Contract shall be valid unless agreed upon and signed by both the City and Contractor.
35. Nondiscrimination: Contractor shall ensure equal employment opportunity for all persons, regardless of race, color, religion, sex, creed, national origin, ancestry, age, medical condition, physical or mental disability, Vietnam-era veteran or special disabled veteran status, marital status or citizenship, within the limits imposed by law. These principles are to be applied by Contractor in all employment practices including recruiting, hiring, transfers, promotions, training, compensation, benefits, layoffs, and terminations. Contractor agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans With Disabilities Act of 1990, and any other applicable federal and state laws and regulations pertaining to nondiscrimination.
36. Uncontrollable Circumstances:
- (a) Upon Contractor's written request and submission of substantiating documentation of a delay resulting from an Uncontrollable Circumstance, the City Representative shall give Contractor a non-compensable extension of time. Contractor shall submit a written request within seven days of the commencement of the Uncontrolled Circumstance.
  - (b) Prior to completion and acceptance of the Work, Contractor is responsible for, and bears the risk of loss associated with, damage or loss to any portion of the Work regardless of the cause, except that Contractor may request an extension of any required Completion Date specified, as set forth in Section 36(a). Contractor shall repair or replace such damages or destroyed Work to its prior undamaged condition before being entitled to additional progress payments or final payment. Total or partial destruction or damage shall not excuse Contractor from completion of Work.
  - (c) "Uncontrollable Circumstance" means any act, event or condition that is:
    - (1) beyond the reasonable control of the Contractor that justifies Contractor not timely performing an obligation or complying with any condition required under the contract documents, and
    - (2) materially expands the scope of, interferes with, or delays the Contractor's performance of obligations under the contract documents, but only if such act, event or condition is not the

result of the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of the contract documents on the part of the Contractor.

- (d) Examples of acts, events or conditions that typically qualify as uncontrollable circumstances include: naturally occurring events such as landslides, underground movement, earthquakes, fires, tornadoes, hurricanes, floods, lightning, epidemics, and extreme weather that threatens worker safety, property and/or project integrity in Contractor's sole determination; explosions, terrorism, sabotage, or similar acts of a declared public enemy; extortion; war; blockade; insurrection, riot or civil disturbance; labor disputes, except labor disputes involving employees of the Contractor, its affiliates, or subcontractors, vendors and suppliers; the failure of any subcontractor to furnish services, materials, chemicals or equipment on the dates agreed to, but only if such failure is the result of an event that would constitute an uncontrollable circumstance if it affected Contractor directly, and Contractor is not able after exercising all reasonable efforts to timely obtain substitutes; the preemption, confiscation, diversion, destruction or other interference in possession or performance of materials or services by a government agency in connection with a public emergency or any condemnation or other taking by eminent domain of any material portion of the Work.
- (e) Examples of acts, events or conditions that do not typically qualify as an uncontrollable circumstances include: weather conditions normal for the area where the Work is being performed; any delay that would not have occurred but for the Contractor's failure to comply with its obligations under the contract documents; Contractor's inability to obtain timely materials or equipment; any work related injuries, accidents or safety violations; any changes in interest rates, inflation rates, wage rates, insurance premiums, commodity prices, currency values, exchange rates or other general economic conditions that significantly increase Contractor's cost of performing the Work; any change in the financial condition of the Contractor or any subcontractor affecting their ability to perform timely their respective obligations; the consequences of error, neglect or omissions by the Contractor, any subcontractor, or any other person in the performance of the Work; any change of union or labor work rules, requirements or demands which have the effect of increasing the number of employees employed on the Work or otherwise increasing the cost to the Contractor of performing the Work; inclement weather conditions normal for the area where the Work is being performed; any mechanical failure of equipment; or any electric utility power outages except as a direct result of an independent uncontrollable circumstance.

37. Extra, Changed Work:

- (a) The City may require changes in, additions to, or deductions from the Work to be performed or to the materials to be furnished under this contract. No extra work shall be performed or change made except pursuant to a written order from the City stating the extra work or change is authorized, and setting forth the basis upon which payment is to be made. No claim for additional compensation shall be valid unless pursuant to such a change order. Nothing in this section shall excuse the Contractor from proceeding with the prosecution of the changed work. When required by the City, the Contractor shall furnish an itemized breakdown of the quantities and prices used in computing the value of any ordered change

- (b) Adjustments in the amounts to be paid to the Contractor by reason of any such change, addition or deduction shall be determined by one or more of the following methods:
- (1) By an acceptable lump sum proposal from the Contractor.
  - (2) By unit prices contained in the Contractor's original bid and incorporated in the contract documents or fixed by subsequent agreement between the City and the Contractor.
  - (3) By ordering the Contractor to proceed with the work and to furnish daily reports of extra work. The reports shall itemize all costs for labor, material, and equipment rental. The reports for workers shall include hours worked, rates of pay, names and classification; and for equipment shall include size, type, identification number and hours of operation. Records and reports shall be made immediately available to the City Representative upon his request.
- (c) When the City orders extra work and there is an agreement between the City and the Contractor to perform the extra work, the City may approve the method used by the Contractor to accomplish the work. At the request of the City, the method to be used shall be memorialized in writing prior to work being performed.

38. Governing Law and Venue: This Contract and performance hereunder and all suits and special proceedings shall be construed in accordance with the laws of the State of California. If any action is brought to enforce the terms of this contract it shall be brought in Humboldt County Superior Court.

39. Attorney's Fees: Should any litigation or arbitration be commenced between the parties hereto concerning this contract, or the rights and duties of any party in relation thereto, the party prevailing in such litigation or arbitration shall be entitled, in addition to such other relief as may be granted to a reasonable sum as and for attorney's fees in such litigation or arbitration.

This Contract contains the sole and entire agreement between the parties. It supersedes any and all other agreements between the parties.

Executed in Arcata, California on \_\_\_\_\_.

**CITY**

**CONTRACTOR**

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

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

Karen Diemer, City Manager

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

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

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

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

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

Property and Special Project Manager

\_\_\_\_\_

\_\_\_\_\_

Approved as to form:

Employer ID#: \_\_\_\_\_

\_\_\_\_\_

License #: \_\_\_\_\_

City Attorney

DIR #: \_\_\_\_\_

**(DO NOT DETACH)**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, The City Council for the City of Arcata, County of Humboldt, State of California, by motion passed \_\_\_\_\_, 20\_\_\_\_, has awarded to

\_\_\_\_\_

hereinafter designated as the “Contractor,” a contract for the

\_\_\_\_\_

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

NOW THEREFORE, we

\_\_\_\_\_ as  
“Contractor and \_\_\_\_\_ as surety  
are held and firmly bound unto the City of Arcata, hereinafter called the “Owner,” in the penal  
sum of \_\_\_\_\_ Dollars and duly to be  
made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and  
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the hereby bonded Contractor, his or its heirs, executors, administrators, successors or assigns shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall remain in full force and effect.

FURTHER, THE SAID SURETY, FOR VALUE RECEIVED, HEREBY STIPULATES AND AGREES that no change, extension of time, alteration or modification of the Contract Documents or of the work to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or modification of the Contract Documents or of the work performed thereunder.



**(DO NOT DETACH)**

**LABOR AND MATERIAL BOND**

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, The City Council for the City of Arcata, County of Humboldt, State of California, by motion passed \_\_\_\_\_, 20\_\_\_\_, has awarded to

\_\_\_\_\_ hereinafter designated as the “Contractor,” a contract for the:

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

NOW THEREFORE, we \_\_\_\_\_

as Contractor, and \_\_\_\_\_

as surety, are held and firmly bound unto the City of Arcata, hereinafter called the “Owner,” to the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) lawful money, of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Contractor, his or its subcontractors, heirs, executors, administrators, successors or assigns shall fail to pay any of the persons names in Section 3181 of the 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 over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work and labor as required by Sections 3247 et seq. of the Civil Code of California, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney’s fees, as shall be fixed by the court, awarded and taxed as in the above-mentioned statutes provided.

FURTHER, THE SAID SURETY, FOR VALUE RECEIVED, HEREBY STIPULATES AND AGREES that no change, extension of time, alteration or modification of the Contract Documents or of the work to be performed thereunder, shall in any way affect its obligations on

this bond, and it does hereby waive notice of any such change, extension of time, alteration or modification of the Contract Documents or of the work performed thereunder.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Contractor and Surety herein named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

\_\_\_\_\_  
Title

(Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

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

\_\_\_\_\_  
City State Zip



**City of Arcata**  
**NOTICE TO PROCEED**

DATE:

TO:

PROJECT: ANNUAL SIDEWALK IMPROVEMENTS PROJECT 2022

You are hereby notified to commence work in accordance with the Agreement dated \_\_\_\_\_ on or before \_\_\_\_\_ and complete all work by \_\_\_\_\_.

\_\_\_\_\_  
City of Arcata  
OWNER

\_\_\_\_\_  
Date

**ACCEPTANCE OF NOTICE**

Receipts of above NOTICE TO PROCEED is hereby acknowledged by:

\_\_\_\_\_(Contractor)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title