ENGINEERING DIVISION

NOTICE TO BIDDERS

AND

SPECIAL PROVISIONS

for

PEDESTRIAN AND ROADWAY IMPROVEMENTS ON LAUREL AVENUE AND SIXTH STREET

For use in conjunction with the STANDARD SPECIFICATIONS, dated 2018, and the STANDARD PLANS, dated 2018, of the State of California Department of Transportation, and the LABOR SURCHARGE AND EQUIPMENT RENTAL RATES in effect on the date the work is accomplished.

BID CALL NO.: 714-22 CITY PROJECT NO. 19-5

BID OPENING: November 10, 2022, @ 2:00 P.M. PST

Lori Waterman

Lori Waterman
City Manager

10/11/22

Date

BOOK 1 OF 2

CITY PROJECT NO. 19-5

The special provisions contained herein have been prepared by or under the direction of the following Registered Persons.

Michael Hayes, PE

REGISTERED PROFESSIONAL ENGINEER
MICHAEL JARED HAYES
C79774
EXP. 09-30-24
CIVIL
STATE OF CALIFORNIA

TABLE OF CONTENTS

NOTICE TO BIDDERS **NTB-1**
COPY OF BID ITEM LIST **NTB-3**
SPECIAL PROVISIONS **SP-1**
DIVISION I GENERAL PROVISIONS **SP-2**
1 GENERAL SP-2
2 BIDDING SP-3
3 CONTRACT AWARD AND EXECUTION SP-5
5 CONTROL OF WORK SP-7
7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC SP-9
8 PROSECUTION AND PROGRESS SP-10
DIVISION II GENERAL CONSTRUCTION **SP-12**
12 TEMPORARY TRAFFIC CONTROL SP-12
13 WATER POLLUTION CONTROL SP-12
14 ENVIRONMENTAL STEWARDSHIP SP-13
15 EXISTING FACILITIES SP-13
DIVISION III EARTHWORK AND LANDSCAPING **SP-15**
17 GENERAL SP-15
19 EARTHWORK SP-15
DIVISION IV SUBBASES AND BASES **SP-16**
23 GENERAL SP-16
26 AGGREGATE BASES SP-16
DIVISION V SURFACINGS AND PAVEMENTS **SP-17**
39 ASPHALT CONCRETE SP-17
41 EXISTING CONCRETE PAVEMENT SP-17
73 CONCRETE CURBS AND SIDEWALKS SP-18
ATTACHMENT 1 – SURVEY MONUMENT PRESERVATION FORMS **ATT-1**

CITY OF ATWATER

ENGINEERING DIVISION

NOTICE TO BIDDERS

Bids open Thursday, November 10, 2022 at 2:00 p.m.

General work description: Replacement of damaged sidewalk, driveways, curb and gutter, and pavement along the east side of Sixth Street between Juniper Avenue and Laurel Avenue, and along the south side of Laurel Avenue between Sixth Street and Fifth Street.

The City will receive sealed bids for the **PEDESTRIAN AND ROADWAY IMPROVEMENTS ON LAUREL AVENUE AND SIXTH STREET**

Project Number: 19-5
Bid Call Number: 714-22

Bid forms for this work are included in a separate book titled:

CITY OF ATWATER
STATE OF CALIFORNIA
ENGINEERING DIVISION
BID BOOK
FOR
PEDESTRIAN AND ROADWAY IMPROVEMENTS
ON LAUREL AVENUE AND SIXTH STREET

No bid will be received unless it is made on a bid form furnished by the CITY OF ATWATER ENGINEERING DIVISION. Copies or facsimiles of the bidder's completed and executed bid forms submitted as a bid will be rejected. Each bid must be accompanied by a certified check, cashier's check, or bidder's bond made payable to the CITY OF ATWATER for an amount equal to at least ten percent (10%) of the amount of bid, such guaranty to be forfeited should the bidder to whom the contract is awarded fail to enter into the contract.

The Contractor must have a Class A license to perform this work.

The successful bidder will be required to obtain a City of Atwater Business License before execution of the contract at his own expense.

Bids must be on a unit price basis. All bids are to be compared on the basis of the CITY OF ATWATER'S estimated quantities of work to be done.

Anticipated Schedule:

10/14/2022:	Notice to Bidders Issued and Advertised
11/01/2022:	Deadline for Questions/Bid RFIs (2:00 pm PST)
11/04/2022:	City Issues Final Responses to Questions/Bid RFIs (5:00 pm PST)
11/10/2022:	Bid Opening (2:00 pm PST)
12/12/2022:	City Council Award Contract
By 03/06/2023:	Contractor Begins Work (**to be completed within 60 working days**)
By 05/31/2023:	Contractor Completes Work

The estimated cost of construction is **$230,000**

Copies of plans, special provisions and proposal forms may only be obtained at the office of the City of Atwater, Engineering Division, located at 750 Bellevue Road, Atwater, CA, (209) 357-6233, upon request and payment of **$50.00 per set, which is nonrefundable and includes sales tax**.

Electronic copies of the plans and specifications (PDF's) for this project are available upon request. Said electronic copies are made available solely for the convenience of the prospective bidders (whether as a prime contractor or sub-contractor) on the Project, and are not considered part of the contract documents. No representation or warranty is made, either expressed or implied, with the regard to the accuracy or suitability of said electronic copies for any purpose whatsoever. Utilization or viewing of said electronic copies shall constitute implicit acknowledgement and acceptance of the provisions of this paragraph.

The City will receive sealed bids until 2:00 p.m. on the bid open date at the City of Atwater, Engineering Division, located at 750 Bellevue Road, Atwater, CA 95301. Bids received after this time will not be accepted.

The City will immediately open and publicly read the bids at the mentioned location after the specified closing time.

Present bidders' inquires in writing to Jim Vang at the City of Atwater, Engineering Division, 750 Bellevue Road, Atwater, CA 95301; fax (209) 356-3168; email: jvang@atwater.org.

Prevailing wages are required on this Contract. The Director of the California Department of Industrial Relations determines the general prevailing wage rates. Obtain the wage rates at the DIR Web site, https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm.

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

California Department of Transportation has made available Notices of Suspension and Proposed Debarment from the Federal Highway Administration. For a copy of the notices, go to http://www.dot.ca.gov/hq/esd/oe/contractor_info. Additional information is provided in the Excluded Parties List System at http://www.epls.gov.

The CITY OF ATWATER reserves the right to reject any or all bid proposals and to waive any informalities or irregularities in any bid or in the bidding.

City of Atwater

Michael Hayes
City Engineer

CITY OF ATWATER

ENGINEERING DIVISION

* * * * * *

PEDESTRIAN AND ROADWAY IMPROVEMENTS ON LAUREL AVENUE AND SIXTH STREET

Project Number: 19-5

COPY OF BID ITEM LIST

(NOT TO BE USED FOR BIDDING PURPOSES)

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY
1	REMOVE EX. CONCRETE	SF	1,316
2	REMOVE EX. ASPHALT CONCRETE PAVEMENT	SF	6,837
3	REMOVE EX. CONCRETE CURB AND GUTTER	LF	463
4	REMOVE EX. CONCRETE CURB	LF	6
5	CLEARING AND GRUBBING	LS	1
6	REMOVE EX. TREES	EA	2
7	TRIM EX. TREES	LS	1
8	MINOR CONCRETE (6” CURB AND GUTTER)	LF	488
9	MINOR CONCRETE (RETAINING CURB)	LF	45
10	MINOR CONCRETE (6” THICK DRIVEWAY APPROACH)	SF	324
11	MINOR CONCRETE (SIDEWALK)	SF	1,573
12	MINOR CONCRETE (CURB RAMP)	SF	176
13	DETECTABLE WARNING SURFACE	SF	46
14	CLASS 2 AGGREGATE BASE (5.5 IN THICKNESS)	SF	6,775
15	HOT MIX ASPHALT (2.5 IN THICKNESS)	SF	6,775
16	3” PLASTIC PIPE (PVC SLEEVE)	LF	30
17	WATER POLLUTION CONTROL	LS	1
18	CONTOUR GRADING	LS	1

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY
19	MOBLIZATION	LS	1
20	SURVEY MONUMENT PRESERVATION	LS	1

CITY OF ATWATER
ENGINEERING DIVISION

****

SPECIAL PROVISIONS

PEDESTRIAN AND ROADWAY IMPROVEMENTS ON LAUREL AVENUE AND SIXTH STREET

ORGANIZATION

This section includes proposed amendments, deletions, and revisions specific to this contract. They are to be considered a part of the Construction Documents and project specifications.

Special provisions are under headings that correspond with the main-section headings of the *Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*.

Each special provision begins with a revision clause that describes or introduces a revision to the *Standard Specifications* as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *Standard Specifications* for any other reference to a paragraph of the *Standard Specifications*.

^^

DIVISION I GENERAL PROVISIONS
1 GENERAL

Add to section 1-1.07B:

Contract Documents: Plans, *Notice to Bidders and Special Provisions*, and *Bid Book* and Contract.

Replace the following definitions in section 1-1.07B:

Department/Department of Transportation: The Engineering Division of the City of Atwater

Director: The Director of Public Works of the City of Atwater acting either directly or through properly authorized agent or consultants.

District Director of Transportation: The Director of Public Works of the City of Atwater acting either directly or through properly authorized agent or consultants.

Engineer/Office Engineer: The City Engineer of Atwater

Specifications: Standard specifications, revised standard specifications, special provisions, Project Specifications

1. Standard Specifications: Specifications standard to Department construction projects. These specifications are in a book titled Standard Specifications. (Can also be referred to as "state specifications") The 2018 edition of the Standard Specifications shall apply to this contract.
2. Revised Standard Specifications: New or revised standard specifications. These specifications are in a section titled Revised Standard Specifications. Revised Standard Specifications may be abbreviated by "RSS" in these specifications.
3. Special Provisions: Proposed amendments, deletions, or additions to the Division I General Provisions of the standard specifications.

State: Refers to City of Atwater

Replace "The Department" in the 1st paragraph in section 1-1.08 with:

Caltrans

Replace section 1-1.12 with:

Make checks and bonds payable to the City of Atwater.

2 BIDDING

Replace section 2-1.06A of the RSS with:

2-1.06A General

Locations for obtaining and viewing Contract documents are listed in the Notice to Bidders.

The City will receive sealed bids until 2:00 p.m. on the bid open date at the City of Atwater, Engineering Division, located at 750 Bellevue Road, Atwater, CA 95301. Bids received after this time will not be accepted.

The City will immediately open and publicly read the bids at the above location after the specified bid opening time.

The *Notice to Bidders and Project Specifications* includes the *Notice to Bidders*, revised standard specifications, and special provisions.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the City or any other person will not affect the risks or obligations assumed by you or relieve you from fulfilling any of the conditions of the Contract.

A Non-Collusion Affidavit is included in the bid book (Pub Cont Code § 7106). Signing the bid also constitutes signature of the Non-Collusion Affidavit.

Add to section 2-1.07 of the RSS:

Examine all of the various parts of these Documents if contemplating the submission of a bid, and should there be any doubt as to the meaning or intent of the Contract Documents, you must request an interpretation, in writing, by **Tuesday, November 01, at 2:00 p.m**. Any interpretation or change in the Contract Documents will be made, in the form of addenda to the Documents and will be furnished to all Bidders receiving a set of the Documents. **Addenda will be issued by Friday, November 04 at 5:00 pm**. The City is not responsible for any other explanation or interpretations of the Documents.

Request for interpretation must be submitted in writing to:

Jim Vang
City of Atwater
Engineering Division
750 Bellevue Road
Atwater, California 95301
Fax: (209) 356-3168
Email: jvang@atwater.org

Delete sections 2-1.18 and 2-1.27 of the RSS in their entirety

Replace the 3rd paragraph in section 2-1.33A of the RSS with:

Do not fax forms except for the copies of forms with the public works contractor registration number submitted after the time of bid. Fax these copies to (209) 356-3168. Delete Section 2-1.18 and 2-1.27.

Replace section 2-1.33C of the RSS with:

Submit Bids in a sealed envelope addressed to the City of Atwater, Engineering Division, located at 750 Bellevue Road, Atwater, CA 95301. Each sealed BID must be plainly marked on the outside as **"BID for PEDESTRIAN AND ROADWAY IMPROVEMENT ON LAUREL AVENUE AND SIXTH STREET, Project No. 19-5", to be opened at 2 p.m., Thursday, November 10, 2022."** If submitting by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the City of Atwater, Engineering Division, located at 750 Bellevue Road, Atwater, CA 95301.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, with ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

Replace the 2nd paragraph of section 2-1.34 of the RSS with:

Submit cashier's check, certified check, or bidder's bond with your Bid.

Add Section 2-1.38:

2-1.38 BID PROTEST

2-1.38A General

Any unsuccessful bidder may submit a bid protest. Bid Protests must be submitted under section 2-1.38B. Bid protests not submitted under section 2-1.38B will not be considered.

2-1.38B Procedures

All bid protests must be submitted in writing. Bid Protests must be received no later than 5:00 PM on the tenth (10th) business day following the bid opening.

Deliver bid protest to the following address:

City of Atwater Engineering Division
750 Bellevue Road
Atwater, California 95301

The following conditions apply to all bid protests:

1. The bid protest must contain a complete statement of the basis for the protest. The bid protest must identify and explain the factual and legal grounds for the protest, state the facts and refer to the specific portion of the document or the specific statute that form the basis for the protest. Any written materials the protesting bidder believes to be necessary to support the bid protest must be attached to the bid protest. The protest must include the name, address, telephone number, e-mail, and facsimile number of the person representing the protesting party.

2. The party filing the protest must have submitted a bid on the project. A subcontractor of a bidder may not submit a bid protest. A party may not rely on the bid protest submitted by another bidder, but must timely pursue their own protest.

3. The protesting bidder and any other bidder on the contract must promptly provide any information requested by the City staff as part of such investigation.

4. The Director of Public Works will provide a written response to the protestor within ten (10) business days after receiving the bid protest. The decision of the Director is final.

5. These bid protest procedures do not limit the City's ability to reject all bids.

Add to section 2-1.40 of the RSS:

No BIDDER may withdraw a BID within sixty (60) days after the bid opening date. If the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the City and the BIDDER.

Add to section 2-1.46 of the RSS:

The City may make such investigations necessary to determine your ability to perform the WORK, and you will furnish to the City all requested information and data for this purpose. The City reserves the right to reject any BID if it is determined you are unqualified to carry out the obligations of the Agreement and to complete the work

3 CONTRACT AWARD AND EXECUTION

Add to the end of section 3-1.02A

If the contract is awarded, the contract shall be awarded to the lowest responsible bidder for the sum of the base bid plus any bid alternates the City chooses to award.

To ensure impartiality when selecting bid alternates, each bidder will be assigned an identification number when turning in his/her bid form to the City. The bidder's names will not be revealed to City staff selecting the bid alternates until the selection of which bid alternates to award has been made. The selection of the apparent low bidder may or may not be announced at the bid opening. All bid forms shall be retained by the City until after the award selection has been made.

The bid alternates will be awarded as funding allows, and the City reserves the right to amend the budget for any particular project if it deems it is in the best interest of the City to do so.

Replace section 3-1.02B of the RSS with:

The Department breaks a tied bid with a coin toss

Replace section 3-1.04 with:

3-1.04 CONTRACT AWARD

If the City awards the contract, the award is made to the lowest responsible bidder within 10 days after bid opening.

If the lowest responsible bidder refuses or fails to execute the contract, the award is made to the second lowest responsible bidder within 25 days after bid opening.

If the second lowest responsible bidder refuses or fails to execute the contract, the award is made to the third lowest responsible bidder within 40 days after bid opening.

The City may extend the specified award period if the bidder agrees.

Replace "50 Percent" in item #2 of section 3-1.05 with:

100 percent

Replace Section 3-1.08 with:

3-1.08: CITY OF ATWATER LOCAL BUSINESS PREFERENCE PROGRAM

Program Description

In evaluating competitive bids to determine the lowest responsible bidder, if a non-local responsible bidder is initially determined to be the lowest responsible bidder, then any local responsible bidder shall be granted a preference in an amount equal to five percent (5%) of their responsive bid. If after deduction of the five percent (5%) preference from a local bidder's responsive bid, it is equal to or less than the lowest responsive bid submitted by the non-local responsible bidder, then the purchase award shall be awarded to the local responsible bidder. In the event that a non-local responsible bidder and a local responsible bidder have the same bid and it is the lowest bid, then the five percent (5%) preference need not be applied and the local business shall be selected to receive the purchase award. Under no circumstances shall the local business preference granted in a single bid exceed $5,000.00. The local business preference will not apply when bids are cooperatively solicited together with other public agencies. The local business preference may not apply and may be dispensed with when prohibited by State or Federal Statutes, or regulations requiring that a bid be awarded to the lowest responsible bidder, or as otherwise exempted from local preferences.

Good Faith Effort

All contractors who submit bids or proposals to construct or provide work on any City of Atwater Public Works Project, or for any other Public Works construction or improvement on City property, and who are seeking a local business preference, must make a good-faith effort to hire qualified individuals who are residents of the City of Atwater or Merced County in sufficient numbers so that no less than 50 percent (50%) of the contractor's total construction work force, including subcontractor work force, measured in labor work hours, is comprised of Atwater residents. This same requirement applies to all subcontractors.

Evidence of direct bid solicitations from at least three Local Businesses qualified to perform the work or supply the materials or equipment must be submitted for subcontracted work in excess of one half of one percent (½ of 1% or 0.5%) of the trade package amount. If no Local Businesses are qualified to perform the work or supply the materials or equipment, justification and evidence of reasonable attempts to locate qualified Local Businesses must be submitted, which may include, but is not limited to: 1) advertisements inviting bids or recruitment of local, qualified individuals in local newspapers, or 2) mail request for bids to local contractors, or 3) bid solicitations by phone, facsimile, or e-mail, or 4) advertisement or contact of recruitment sources to hire local, qualified individuals., or 5) identify local, qualified individuals that are part of the contractor's or subcontractor's construction workforce, or 6) develop a written plan to recruit local residents as part of the construction workforce

Quality and Fitness

The preferences established in this program shall in no way be construed to inhibit, limit or restrict the right and obligation of the City of Atwater to compare quality and fitness for use of supplies, materials, equipment, and services proposed for purchase and to compare the qualifications, character, responsibility, and fitness of all persons, firms, or corporations submitting bids.

Local Business Eligibility

For the purposes of this program, a qualified local bidder is defined as any individual, partnership, or corporation which regularly maintains a place of business within the incorporated city limits of the City of Atwater and has a valid business license issued by the City of Atwater when the bid is provided. A non-local bidder shall be all others which may do business with the City of Atwater.

Enforcement

The information furnished by each bidder establishing a good faith effort to solicit Local Businesses shall be under penalty of perjury. No person or business shall willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation for the purpose of influencing the status of any entity as a Local Business.

Replace section 3-1.11 with:

Complete and deliver to the Engineer a *Payee Data Record* when requested by the City.

Replace the entirety of section 3-1.18 with:

3-1.18 CONTRACT EXECUTION

The successful bidder must sign the *Contract* form.

Deliver to the contact listed in the *Notice to Bidders*:

1. Signed Contract form
2. Contract bonds
3. Certificates of insurance as identified in section 3-1.07
4. Evidence that you possess a current, valid state Contractor's license required to perform the work under this Contract. A copy of your license is sufficient.

The City must receive these documents before the 5th business day after the bidder receives the contract.

The bidder's security may be forfeited for failure to execute the contract within the time specified (Pub Cont Code §§ 10181, 10182, and 10183).

A copy of the *Contract* form is included in *Bid Book*.

5 CONTROL OF WORK

Replace the entirety of Section 5-1.09:

The City of Atwater encourages cooperation between Contractor and other project stakeholders. However, formal project partnering is not required with this project.

Add to the end of section 5-1.20B(1) General:

The Contractor may be given a no-cost extension of time for unforeseen delays attributable to the permit.

Replace the entirety of Section 5-1.23 Submittals with:

SECTION 5-1.23 SUBMITTALS

A. General

Submittals covered by these requirements include manufacturers' information, shop drawings, test procedures, test results, samples, requests for substitutions, and miscellaneous work-related submittals. The Contractor shall furnish all drawings, specifications, descriptive data, certificates, samples, tests, methods, schedules, and manufacturer's installation and other instructions as specifically required in the Contract Documents to demonstrate fully that the materials and equipment to be furnished and the methods of work comply with the provisions and intent of the Contract Documents.

B. Contractor Responsibilities

1. The Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment or method of work shall be as described in the submittal. The Contractor shall verify that all features of all products conform to the specified requirements. Submittal documents shall be clearly edited to indicate only those items, models, or series of equipment, which are being submitted for review. All extraneous materials shall be crossed out or otherwise obliterated. The Contractor shall ensure that there is no conflict with other submittals and notify the Engineer in each case where his submittal may affect the work of another contractor or the City. The Contractor shall coordinate submittals among his subcontractors and suppliers including those submittals complying with unit responsibility requirements specified in applicable technical sections.

2. The Contractor shall coordinate submittals with the work so that work will not be delayed. The Contractor shall coordinate and schedule different categories of submittals, so that one will not be delayed for lack of coordination with another. No extension of time will be allowed because of failure to properly schedule submittals. The Contractor shall not proceed with work related to a submittal until the submittal process is complete.

3. The Contractor shall certify on each submittal document that he has reviewed the submittal, verified field conditions, and complied with the Contract Documents.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

A. Transmittal Procedure

1. Unless otherwise specified, submittals regarding material and equipment shall be accompanied by Transmittal Form. A separate form shall be used for each specific item, class of material, equipment,

and items specified in separate, discrete sections, for which the submittal is required. Submittal documents common to more than one piece of equipment shall be identified with all the appropriate equipment numbers. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole.

2. If the Contractor proposes to provide material, equipment, or method of work which deviates from the project requirements, he shall indicate so under "deviations" on the transmittal form accompanying the submittal copies.

B. Submittal Review Procedure

1. Review shall not extend to means, methods, techniques, sequences or procedures of construction. Verifying quantities, dimensions, weights or gages, or fabrication processes (except where specifically indicated or required by the project) or to safety precautions or programs incident thereto. Review of a separate item, as such, will not indicate approval of the assembly in which the item functions.

2. Seven copies, unless otherwise specified during the preconstruction meeting, of all submittals required shall be furnished to the Engineer for review. The Engineer shall review the submittal and return two copies of the marked-up original within 15 working days after receipt of a submittal for review and comment, unless otherwise specified. All shop drawings and layout drawings submittals shall be submitted a minimum of 20 working days before approved submittal drawings will be required for the work.

3. Submittals which do not have all the information required to be submitted, including deviations, are not acceptable and will be returned without review.

C. Effect of Review of Contractor's Submittals

1. Review of contract drawings, methods of work, or information regarding materials or equipment the Contractor proposes to provide, shall not relieve the Contractor of his responsibility for errors therein and shall not be regarded as an assumption of risks or liability by the Engineer or the City, or by any employee thereof, and the Contractor shall have no claim under the Contract on account of the failure, or partial failure, of the method of work, material, or equipment so reviewed.

2. The Work covered by a submittal may be commenced only after the Engineer has reviewed the pertinent submittals and returned copies to the Contractor marked either "No Exceptions Taken" or "Make Corrections Noted." Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents. Review of submittals by the Engineer shall not be construed as relieving the Contractor of his/her responsibilities under this Contract.

Replace Section 5-1.25 (Reserved) with:

Section 5-1.25 SURVEY MONUMENT PRESERVATION

The Contractor shall retain the services of a professional land surveyor, licensed to practice land surveying within the State of California, to reset survey monuments that may be damaged or disturbed during construction. Contractor's land surveyor shall be responsible for compliance with all applicable requirements of Section 8771 (a-f) of the California Business and Professions Code.

Contractor's land surveyor shall complete the Preconstruction Monument Preservation Form, included in Attachment 1 to these special provisions. The Preconstruction Monument Preservation Form shall be provided as a submittal prior to performing any work on the project.

Contractor's land surveyor shall also complete the Post-construction Monument Preservation Form included in Attachment 1 to these special provisions. This form shall be submitted to the City prior to acceptance of the work.

All costs for compliance with this section, including monument location, preservation / protection, perpetuation, resetting, preparation of corner records or Records of Survey, and any filing or recordation fees charged by the County are included in the bid item cost for Survey Monument Preservation.

Replace the entirety of Section 5-1.26 CONSTRUCTION SURVEYS with:

The City of Atwater will furnish construction staking to execute the work. The Contractor shall make timely demands of the Owner for such staking. A written notice of not less than three working days will be required in advance of setting stakes. Preserve construction stakes, reference points, and other survey points. In case of their loss or destruction, the Contractor shall be liable for and charged with the cost of their replacement and of any expense resulting from their loss or disturbance. Do not proceed with the work that requires construction staking until construction stakes have been provided.

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Replace the 2nd paragraph of section 7-1.02K(2) with:

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the California Department of Industrial Relations' Internet Web Site at: http://www.dir.ca.gov/DLSR/PWD. These wage rates are not included in the Bid Book for the project. Changes in general prevailing wage determinations apply to the Contract when the Director of Industrial Relations has issued them at least 10 days before advertisement.(Labor Code § 1773.6 and 8 CA Code of Regs 16204).

Add to section 7-1.02K(2):

All labor will be paid at not less than the minimum wage rates established by the State of California's Director of Industrial Relations (State Wage Rates). The minimum Federal Wage Rates applicable to this project are in the book issued for bidding purposes entitled "Bid Book".

Replace the 6th paragraph of section 7-1.02K(3) with:

You may submit certified payroll records electronically to the City of Atwater by emailing records to **jvang@atwater.org.**

Replace the 1st sentence of paragraph 26 of section 7-1.04:

Do not reduce an open traffic lane width to less than 10 feet, unless shown.

Add before the 1st paragraph of section 7-1.05A:

You must indemnify and hold harmless the City, its agents, officers, and employees, against and from any and all claims, lawsuits, actions, liability, damages, losses, expenses, costs, and actual attorneys' fees, arising out of or in connection with your performance of this Contract for:

1. any loss or damage that may happened to the work or any part thereof
2. for any loss or damage to any of the materials or other things used or employed in performing the work
3. for injury to or death of any person, either workmen or the public

4. for damage to property from any cause which might have been prevented by the Contractor, or his workmen, or anyone employed by him

For purposes of your obligation to defend, indemnify, and save harmless, the term State will have the following meaning:

The City of Atwater including their officers, directors, employees, agents, and design professionals.
Change the Umbrella or excessive liability limits in the table in the 1st paragraph of section 7-1.06D(2) to:
The limits of Liability must be at least $2,000,000.

Replace section 7-1.06G with:

At the option of the City, either: The insurer will reduce or eliminate such deductible or self-insured retentions as respects to the City of Atwater, its officials and employees; or The Contractor will procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

Add to section 7-1.06H:

Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City of Atwater, its officers and employees.

8 PROSECUTION AND PROGRESS

Delete 1st and 2nd paragraphs in section 8-1.04B

Replace 3rd paragraph of section 8-1.10A:

“Liquidated damages for all work are one-thousand dollars ($1000) per day.”

9 PAYMENT

Add to section 9-1.03:

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency’s prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

Replace "Department's" in the 5th paragraph of section 9-1.07A with:

Caltrans

Delete section 9-1.11

Add to section 9-1.16E(1):

The bid amount for the contract items of work is the maximum value the City recognizes for progress payment purposes unless approved change order work increases this amount.

Replace section 9-1.16F with:

The City will withhold 5 percent of all progress payments as retention. Retention will be paid to you on the Final Payment.

You will have the right to substitute securities for the retention under Pub Cont Code § 22300. No substitution will be accepted until:

1. the City approves the securities and their value,
2. the parties have entered into an escrow agreement (if the securities are to be held in escrow) in a form substantially similar to that under § 22300,
3. all documentation necessary for assignment of the securities to the City or to the escrow agent, are delivered in a form satisfactory to the City.

If you have substituted securities for any of the retention, the City may request that such securities be revalued from time to time, but not more often than monthly. Such revaluation will be made by a person or entity designated by the City and approved by you. If such revaluation results in a determination that the securities have a market value less than the amount of retention for which they were substituted, then the amount of the retention required under the Contract will be increased by such difference in market value. Such increased retention will be withheld from the next progress payment(s) due to you under the Contract.

Replace section 9-1.22 with:

Claims must be litigated in a court of competent jurisdiction.

DIVISION II GENERAL CONSTRUCTION

12 TEMPORARY TRAFFIC CONTROL

Add the following to section 12-1.01:

At the preconstruction conference, submit a traffic control plan for acceptance by the Engineer. The plan shall detail all measures to be taken to maintain traffic and control access through the area of work, and maintain access to adjacent properties during construction.

The traffic control plan shall depict the traffic handling equipment and devices to be used and their location. It shall detail lane closures, pedestrian detours, and temporary pavement delineations necessary to complete the work as shown on the plans.

Costs for developing and implementing the traffic control plan is to be included in the various bid items with no additional payment therefor.

Add to the end of section 12-4.01A:

The full width of the traveled way must be open to traffic on:

- Friday after 3:00 p.m.
- Saturday
- Sunday
- Designated holidays
- Martin Luther King Jr. Day, Cesar Chavez Day, Friday after Thanksgiving, and Easter Sunday weekend including the Friday prior

Do not perform work on local streets between 7:00 AM and 9:00 AM, and between 4:00 PM and 6:00 PM.

Personal vehicles of contractor's employees must not be parked on the traveled way or shoulders, including sections closed to traffic.

13 WATER POLLUTION CONTROL

Add to the end of section 13-1.01A:

This project is anticipated to result in a total area of land disturbance that is less than one (1) acre. Therefore, this project is not subject to the State of California's NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ, NPDES No. CAS000002). Preparation of a SWPPP and processing of Permit Registration Documents with the State's Water Board are not required for this project.

Contractor will be required to prepare and implement a Water Pollution Control Program (WPCP). Costs for preparation and implementing the WPCP are included in the bid item for "Water Pollution Control", and no additional payment will be provided therefor. This bid item will include installation and implementation of Best Management Practices (BMP's) required to prevent sedimentation and pollution discharge to the storm drain including, but not limited to, inlet protection devices, street sweeping, washout management, or other means necessary to prevent polluted discharge to storm drains.

Delete Section 13-3 STORMWATER POLLUTION PLAN in its entirety

14 ENVIRONMENTAL STEWARDSHIP

Replace the second paragraph of section 14-8.02A with:

Do not operate construction equipment or run the equipment engines form 7:00 pm to 7:00 am or on Sundays, except you may operate equipment within the project limits during these hours to:

1. Service traffic control facilities
2. Service construction equipment

Should you feel it necessary to operate equipment or run equipment engines between 7:00 pm and 7:00 am or on Sundays, submit a request to the Engineer three working days in advance for review and approval. If the Engineer approves the request for work between these times, the Contractor will be responsible for payment of the additional inspection costs incurred by the City to make available an inspector during non-working hours. Additionally work shall not exceed 86 dBA LMax at 50 feet from the job site activities from 7:00 pm to 7:00 am, unless authorized by the Engineer.

Add to section 14-9.02

Dust Control, Apply Water, Site Maintenance, and Cleanup

Dust control shall conform to any requirements set forth in the San Joaquin Valley Air Pollution Control District Construction Notification Form, the provisions in Section 14-9, “Air Quality” of the Caltrans Specifications, and these Special Provisions. Water for the purpose of dust control shall be potable. All dust control operations shall be performed by the Contractor at the time, location and in the amount ordered by the Engineer. The application of either water or dust palliative shall be under the control of the Engineer at all times. Watering shall conform to the provisions of Section 13 "Water Pollution Control" of the Caltrans Specifications and these Special Provisions. Attention is also directed to Section 18 “Dust Palliatives” of the Caltrans Specifications and these Special Provisions.

The Contractor is responsible for obtaining construction water.

The Contractor shall conduct and cause all working forces at the site to maintain the site in a neat, orderly manner throughout the construction operations. The work shall be conducted in a manner that will control the dust. When ordered to provide dust control, the Contractor shall use water to reduce the dusty conditions all to the satisfaction of the Engineer. During construction, the Contractor shall remove all rubbish and debris as it is generated.

Upon completion of the work, the Contractor shall remove all equipment, debris, and shall leave the site in a neat, clean condition all to the satisfaction of the Engineer.

Add to section 14-11.12A:

This project will require the removal of yellow striping. Submit a Lead Compliance Plan for review and approval, and implement per section 14-11.12.

All costs for this work are to be included in the bid item for “Remove Pavement Marking”, and no additional payment will be made therefor.

15 EXISTING FACILITIES

Add to the end of the first paragraph of section 15-1.01:

This section also includes general specifications for removal and/or demolition of items called for in the plans and specifications.

Replace section 15-1.03c with:

Where existing items are called for on the plans to be salvaged or remanded to the owner, make reasonable efforts to contact private owners to determine particulars of delivery of salvaged materials. Deliver and store

salvaged materials to owners in a neat, organized manner, or dispose of if specifically directed to do so by owners.

Replace section 15-1.04 with:

Bid items for removal of existing features will include all costs for removal and offhaul of said items, or remanding to owner if called for on the plans. Payment will be based on measured quantities and units indicated in the bid item list, with no additional payment made therefor. Costs for removal or demolition of items required to perform the work that are not specifically included in removal bid items are to be included in the other various items of work, with no additional payment made therefor.

DIVISION III EARTHWORK AND LANDSCAPING

17 GENERAL

Replace the 4th paragraph in section 17-2.03A with:

Clear and grub vegetation only within the excavation and embankment slope lines.

Replace section 17-2.04 with:

The bid item for “Clearing and Grubbing” is to include costs for compliance with this section, as well as all other required surface preparatory and demolition work not specifically included in other bid items.

19 EARTHWORK

Add to section 19-1.01A:

Provide conform grading in adjacent residents’ yards when there is an elevation difference between the back of the new sidewalk and the existing yard grade. Mark daylight lines and/or limits of conform grading and allow for inspection prior to construction. Install conform grading at a maximum slope of 4h:1v for elevation differences of 1 foot or more; 3h:1v for elevation differences of less than 1 foot; 2:1v for elevation differences of 6 inches or less. Replace any landscaping that is damaged or removed as a result of construction, in kind. Offhaul dirt spoils to an approved location.

Backfill low areas between new sidewalk and new curb, behind new retaining curbs, and/or adjacent to new sidewalks. Grade area between back of curb and sidewalk to a relatively smooth and level finish, with no clods greater than 2” or other deleterious materials, and with less than 1” elevation difference between dirt grade and edge of concrete. Use import fill, if required, to achieve requirements of this specification.

Replace section 19-1.04 with:

The lump sum bid item for “Conform Grading” includes all costs associated with conform grading adjacent to the installed sidewalk or curb to the existing grade, as well as between the installed curb and sidewalk, as described in these special provisions and as shown on the plans.

DIVISION IV SUBBASES AND BASES
23 GENERAL

Replace “Department’s” in 23-1.01D(1)(b) with:

Caltrans’

26 AGGREGATE BASES

Replace second paragraph in 26-1.02A with:

Use 3/4 inch maximum aggregate gradation unless otherwise specified. Do not change the aggregate gradation without authorization.

Replace Section 26-1.04 with:

Bid item cost for “Class 2 Aggregate Base” includes costs for subgrade preparation, placement and compaction of aggregate base in areas where asphalt pavement replacement or installation is called for on the plans. Payment will be based on square footage of installed aggregate base to the thickness indicated in the bid item list, with no additional payment made therefor. No additional payment will be provided for aggregate base that is installed in thicknesses greater than called for in the plans and bid documents without prior authorization from the Engineer. Aggregate base used to fill low areas of the subgrade will not be measured nor paid for.

DIVISION V SURFACINGS AND PAVEMENTS

39 ASPHALT CONCRETE

Add to section 39-2.02A(1):

Use 3/4 maximum aggregate gradation unless otherwise specified or noted in the plans. Use PG64-10 asphalt binder.

Replace section 39-2.06D with:

Bid item cost for “Hot Mix Asphalt” includes costs for placement and compaction of Hot Mix Asphalt in areas where asphalt pavement replacement or installation is called for on the plans. Payment will be based on square footage of installed HMA pavement to the thickness indicated in the bid item list, with no additional payment made therefor. No additional payment will be provided for pavement that is installed in thicknesses greater than called for in the plans and bid documents without prior authorization from the Engineer.

Delete the 2nd and 3rd paragraphs and replace the 1st sentence of the 4th paragraph of section 39-2.01C(4)(a) with:

Place HMA on adjacent traveled way lanes such that at the end of each work shift, the distance between the ends of HMA layers on adjacent lanes is from 5 to 10 feet.

Replace the 2nd paragraph in section 39-2.01(D) with:

Payment for tack coat, asphalt binder, and asphaltic emulsion is included in the payment for the “Replace Asphalt Concrete Surfacing”

Replace *Reserved* in section 39-2.02B(3) with:

The grade of asphalt binder for Type A HMA must be PG 64-10.

Replace section 39-3.01D with:

Bid item cost for “Remove Ex. Asphalt Concrete Pavement” includes all costs associated with cutting and removal of existing asphalt pavement as shown in the plans, including compliance with section 39-3.

41 EXISTING CONCRETE PAVEMENT

Add the following to the end of the first paragraph of Section 41-11.01:

This section also applies to removal of existing concrete sidewalks, driveways, curbs, gutters, ramps, or other existing concrete items shown for removal in the plans.

Replace the sixth paragraph of section 41-11.03 in its entirety with:

Sawcut concrete at the nearest joint locations unless otherwise approved by the City Engineer.

Add the following paragraph to the end of section 41-11.03:

Offhaul and dispose of all removed concrete.

Replace section 41-11.04 in its entirety with:

Bid item costs for “Remove Ex. Concrete”, “Remove Ex. Concrete Curb”, and “Remove Ex. Concrete Curb And Gutter” are to include all costs associated with cutting and removal of concrete items noted on the plans, including compliance with section 41-11. Payment will be made based on measured quantities and unit prices, and no additional payment will be made therefor.

73 CONCRETE CURBS AND SIDEWALKS

Replace first paragraph of Section 73-1.01 with:

Concrete for curbs, sidewalks, driveways, gutters and their appurtenances must be minor concrete containing at least 463 pounds of cementitious material per cubic yard. References in City of Atwater Standard Details to classes, gradations, cementitious content or other concrete specifications are superseded by these Special Provisions. However, contractor is to apply a white pigmented curing compound per City of Atwater Standard Details.

Add to Section 73-1.03 CONSTRUCTION:

73-1.03F Establishing Retaining Curb Height and Yard Conform Grading Limits

Retaining curbs are to be constructed at a height to minimize conform grading into existing residences' yards, within the height ranges shown in the plans. Determine the height of the retaining curb and limits of yard conform grading and allow for City review prior to construction, as follows:

1. Establish the proposed elevation of the retaining curb in the field prior to construction using stringline, form boards, or other adjustable means.
2. Establish limits of conform grading using flags or temporary marking paint.
3. Contact City inspector for field review. Allow up to 2 business days for response.
4. Set or adjust form boards and/or yard conform grading based on direction from City inspector. Construct retaining curb and yard conform grading per plans and specifications.

Refer to Section 19 of these Special Provisions for additional requirements for conform grading.

Replace Section 73-1.04 with:

Payment for various "Minor Concrete" bid items will be based on measured quantities and unit prices. Payment will include subgrade preparation and placement of aggregate base, as shown in the plans.

Payment for "Detectable Warning Surface" will be based on measured quantities and unit prices.

Payment for PVC pipe crossings of sidewalks will be included in the bid prices for "Minor Concrete (Sidewalk)", with no additional payment made therefor.

Payment for HIPP root barriers will be included in the bid prices for "Minor Concrete (6" Curb and Gutter)", "Minor Concrete (Retaining Curb)", and "Minor Concrete (Sidewalk)", with no additional payment made therefor.

ATTACHMENT 1 – SURVEY MONUMENT PRESERVATION FORMS

City of Atwater

PUBLIC WORKS/COMMUNITY
DEVELOPMENT DEPARTMENT
750 BELLEVUE ROAD
ATWATER, CA 95301

PRE-CONSTRUCTION ACKNOWLEDGEMENT OF SURVEY MONUMENT PRESERVATION

To Be Submitted Prior to Construction Activity

I, _____, a duly licensed Professional Land Surveyor authorized
(print name)

to perform Land Surveying in the State of California, Registration No._____, hereby acknowledge and accept responsibility for monument preservation as required per Section 8771 (a-f) of the Business and Professions Code within the bounds of the construction activity permitted by the City of Atwater for the **Pedestrian and Roadway Improvements on Laurel Avenue and Sixth Street**, Project No: **19-5**.

I further acknowledge that I am hereby responsible for the Post-Construction Acknowledgement of Survey Monument Preservation prior to final acceptance of construction activity for this project.

_____
Signature

_____
Date

Seal

City of Atwater

PUBLIC WORKS/COMMUNITY
DEVELOPMENT DEPARTMENT
750 BELLEVUE ROAD
ATWATER, CA 95301

POST-CONSTRUCTION ACKNOWLEDGEMENT OF SURVEY MONUMENT PRESERVATION

To Be Submitted Prior to Final Acceptance of Construction Activity

I, _____, a duly licensed Professional Land Surveyor authorized
(print name)

to perform Land Surveying in the State of California, Registration No._____, hereby acknowledge and accept responsibility for monument preservation as required per Section 8771 (a-f) of the Business and Professions Code within the bounds of the construction activity permitted by the City of Atwater for the **Pedestrian and Roadway Improvements on Laurel Avenue and Sixth Street**, Project No: **19-5**.

I hereby state that all monuments within the bounds of the construction activity for this project are in the original location or have been reset in accordance with Section 8771 (a-f) of the State of California Business and Professions Code.

_____
Signature

_____
Date

Seal

Pre-Construction
☐ Corner Record Filed
☐ Record of Survey Filed
☐ Not Applicable

Post-Construction
☐ Corner Record Filed
☐ Record of Survey Filed
☐ Not Applicable