



## PUBLIC WORKS DEPARTMENT

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### NOTICE TO BIDDERS

AND

### SPECIAL PROVISIONS

for

### Restriping Various Streets Throughout the City Project

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For use in conjunction with the STANDARD SPECIFICATIONS, 2024 Edition, and the STANDARD PLANS, 2024 Edition, 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.

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BID CALL NO.: 735-26

CITY PROJECT NO.: 26-03

BID OPENING: Thursday, April 02, 2026 @ 2:00 P.M. PDT

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Chris Hoem  
City Manager



Date

**CITY PROJECT NO. 26-03**

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

  
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Spencer Supinger, PE



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**CITY OF ATWATER**  
**PUBLIC WORKS DEPARTMENT**

**NOTICE TO BIDDERS**

Bids open Thursday, April 02, 2026 at 2:00 p.m. Pacific DST

Scope of Work:

The Work generally consists of removing current striping/buttons and restriping roadways (excluding traffic signal intersections) located on Juniper Avenue Ave between First Street and Shaffer Road, Bellevue Road between Winton Way and Shaffer Road, and Atwater Boulevard between First Street and Shaffer Road. Work includes approximately 10,865 linear centerline feet of roadway. All roads included in the project are to be striped "current" to Caltrans standard specifications.

The Work is described in more detail in the following paragraphs and shall be performed by the Contractor pursuant to current Caltrans standard specifications.

All materials and construction methods shall conform to Caltrans Standard Specifications and all applicable material and performance standards therein referenced for hot mix asphalt and other bid items for the intended use and application. Material delivery shall conform to the recommended delivery standards and quality control regarding temperature of materials.

The Contractor shall furnish all labor, materials, equipment, tools, incidentals, permits, services, and construction required to complete the Work, which includes:

- mobilizing all required resources to complete the Work;
- providing temporary traffic control;
- providing erosion, sedimentation, and pollution control;
- removing existing pavement markers;
- removing existing traffic striping and pavement markings;
- disposing and/or recycling of all removed and excess materials;
- handling and disposing of any and all hazardous materials; and
- replacing thermoplastic traffic striping and pavement markings, and pavement markers.

Contractor will not be required to perform work on any of the crosswalks or Stop bars on intersecting side streets of any of the roadways.

Contractor shall post notice of the project work schedule at all entrances to the Project work area at least one (1) week prior to commencement of any work. "NO PARKING" signs shall be posted at least 72 hours prior to beginning work. Contractor shall arrange for towing of cars, if necessary, in coordination with City. Traffic through the active construction zones shall not be delayed more than ten (10) minutes. One travel lane shall be maintained in each direction with a minimum width of 10 feet (10'). Temporary traffic markers shall be used where required and removed completely prior to completion of the Work. Trained flaggers shall be used when required. The project work area shall be cleaned daily of all construction debris, leaving the area safe and ready for traffic.

The City will receive sealed bids for the **RESTRIPING VARIOUS STREETS THROUGHOUT THE CITY PROJECT**.

Project Number: 26-03  
Bid Call Number: 735-26

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

**CITY OF ATWATER, CALIFORNIA  
PUBLIC WORKS DEPARTMENT  
BID BOOK  
FOR RESTRIPING VARIOUS STREETS  
THROUGHOUT THE CITY PROJECT**

No bid will be received unless it is made on a bid form furnished by the CITY OF ATWATER PUBLIC WORKS DEPARTMENT. 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 valid California license of Classification A – General Engineering Contractor, or C-32 – Parking and Highway Improvement, to perform this work.

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

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.

Complete work within **30 working days.**

The estimated cost of construction is **\$220,000.**

Copies of plans, special provisions and proposal forms may only be obtained at the office of the City of Atwater, Engineering Division, located at 1350 Broadway Avenue, 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 (Adobe PDF file format) 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 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. PDT on the bid open date at the City of Atwater Council Chambers, 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' inquire in writing to Justin Vinson at the City of Atwater, Public Works Department, 470 Aviator Dr, Atwater, CA 95301; email: [jvinson@atwater.org](mailto:jvinson@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>.

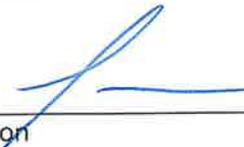
The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is

(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.

Bidders shall provide certification regarding debarment, suspension, ineligibility and voluntary exclusion. The General Services Administration System for Award Management (SAM) provides a complete, current list of all individuals and firms who are excluded or disqualified from covered transactions by the Federal Government. Visit <https://sam.gov/content/exclusions> for more information.

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



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Justin Vinson  
Public Works Director

CITY OF ATWATER  
PUBLIC WORKS DEPARTMENT

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**RESTRIPING VARIOUS STREETS THROUGHOUT THE CITY PROJECT**

**Project Number: 26-03**

**COPY OF BID ITEM LIST**

(NOT TO BE USED FOR BIDDING PURPOSES)

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY
1	MOBILIZATION	LS	1
2	TEMPORARY TRAFFIC CONTROL	LS	1
3	EROSION, SEDIMENTATION, AND POLLUTION CONTROL	LS	1
4	REMOVE EXISTING TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1
5	REPLACE TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1

**UNITS OF MEASURE**

LS = LUMP SUM

LF = LINEAL FEET

SF = SQUARE FEET

**CITY OF ATWATER  
PUBLIC WORKS DEPARTMENT**

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**SPECIAL PROVISIONS**

**RESTRIPING VARIOUS STREETS THROUGHOUT THE CITY PROJECT**

**ORGANIZATION**

This section includes proposed additions, amendments, removals, and revisions to the *Standard Specifications* that are 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*.

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# DIVISION I GENERAL PROVISIONS

## 1 GENERAL

### **Add to section 1-1.07B:**

Contract Documents: *Notice to Bidders and Special Provisions, Bid Book, Caltrans Standard Specifications, Project Specifications, Caltrans Standard Plans, Project Plans, and Contract.*

Office Engineer: City Engineer

### **Replace the following definitions in section 1-1.07B:**

Department/Department of Transportation: City of Atwater

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

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

Engineer: City Engineer

Specifications: Standard specifications, Special Provisions, and Project Specifications

1. Standard Specifications: Specifications standard to Department construction projects. These specifications are in a book titled Standard Specifications. (Also be referred to as "State Specifications"). The 2024 edition of the Standard Specifications shall apply to this contract.
2. Special Provisions: Proposed amendments, deletions, or additions to the Standard Specifications, included as part of the Bid Book.
3. Project Specifications: Specifications specific to this Project, included as part of the Bid Book.

State: City of Atwater

### **Replace "The Department" in the paragraph 1 of 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 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. PDT on the bid open date at the City of Atwater, Council Chambers 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 Special Provisions* includes the Notice to Bidders and Special Provisions, to be used together with the Standard Specifications and the Standard Plans.

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 (Public Contract Code § 7106). Signing the bid also constitutes signature of the Non-Collusion Affidavit.

### Add to section 2-1.07:

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 **Wednesday, March 25, 2026, at 5:00 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, March 27, 2026 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:

**Justin Vinson  
City of Atwater  
Public Works Department  
470 Aviator Dr  
Atwater, California 95301  
Email: [jvinson@atwater.org](mailto:jvinson@atwater.org)**

### Replace section 2-1.08 with:

#### Section 2-1.08 BID ITEM DESCRIPTIONS

Work under this contract will be paid on a unit price or lump-sum basis as outlined on the Bid Form for the quantity of work constructed or installed.

The unit prices and lump sum prices shall include full compensation for furnishing the labor, materials, tools, equipment, and incidentals and doing all the work involved to complete the work included in the contract documents.

The bids for the work are intended to establish a total cost for the work in its entirety. Should the Contractor feel that the cost for the work has not been established by specific items in the Bid Form, include the cost for that work in some related bid item so that the Proposal for the project reflects the total cost for completing the work in its entirety.

#### Bid Item 1 - Mobilization

This is a lump sum bid item for preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, tools, supplies, and incidentals to the project site; for the establishment of all Contractor's offices, buildings, and other facilities necessary for work on the project; for obtaining permits, bonds, and insurance; and for all other work, operations, and overhead that must be performed and/or costs incurred prior to beginning work on the various contract items on the project site. This item also includes demobilization, including removal of all personnel, equipment, tools, supplies, and incidentals from the project at the end of construction, including final cleanup of the project work area. Payment shall be Progress Payment per Section 9-1.16A and Section 9-1.16D. Payment for mobilization shall be made with the first pay estimate and shall not exceed 80% of the bid amount. Payment for demobilization shall be made with the last (final) pay estimate and shall not exceed 20% of the bid amount.

#### Bid Item 2 – Temporary Traffic Control

This is a lump sum bid item for all costs for preparing and furnishing temporary traffic control plans in accordance with latest edition of Part 6 "Temporary Traffic Control" of the California Manual of Uniform Traffic Control Devices (CA MUTCD), and for furnishing and installing all materials, labor, and equipment necessary to provide traffic regulation in public streets and public alleys and traffic control/access to private properties during construction in accordance with Sections 7-1.03 and 7-1.04 and the special provisions and these Contract Documents. Payment for traffic control/regulation shall be made on a lump sum basis, and no additional payment will be made therefor. Payments shall be prorated over the term of the construction project.

#### Bid Item 3 – Erosion, Sedimentation, and Pollution Control

This is a lump sum bid item for all costs for preparing and furnishing the project Water Pollution Control Program (WPCP) and for furnishing and installing all materials, labor, tools, equipment, and incidentals necessary for compliance with the provisions of the project WPCP in accordance with Section 13 and the special provisions. Payment for this item shall be made on a lump sum basis, and no additional payment will be made therefor. Payments shall be prorated over the term of the construction project. Initial payment shall include the cost for preparing and furnishing the project WPCP.

#### Bid Item 4 –Remove Existing Traffic Striping and Pavement Markings

This is a lump sum bid item for all costs for removal and disposal of existing traffic striping, pavement markings, and pavement markers complete within the project work area, and the installation of a slurry seal. This item will include costs for preparation of a Lead Compliance Plan per Section 7-1.02K(6)(j)(ii) Lead Compliance Plan and for testing and disposal of hazardous waste due to lead and/or metals concentrations in existing traffic striping, pavement markings, and pavement markers. Removal of traffic striping and pavement markings shall be by grinding. After grinding apply Type II slurry seal to the grinded pavement areas. Payment for this item shall be made on a lump sum basis and no additional payment shall be due therefor.

#### Bid Item 5 – Replace Traffic Striping and Pavement Markings

This is a lump sum bid item for all costs of furnishing and installing all materials, labor, equipment, and incidentals necessary to install traffic striping, pavement markings, and raised pavement markers in accordance with the Plans, specifications, special provisions, and scope of work to current Caltrans details. All crosswalks shall be the Continental (high visibility) type with 2'-0" wide bars and 2'-0" space between bars. Payment will be made on a lump sum basis, and no additional payment will be made therefor.

**Remove section 2-1.18 in its entirety.**

**Remove section 2-1.27 in its entirety.**

**Replace paragraph 3 of section 2-1.33A 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.

**Add to the end of section 2-1.33A:**

Submit Bids in a sealed envelope addressed to the City of Atwater, Public Works Department, located at 750 Bellevue Road, Atwater, CA 95301. Each sealed Bid must be plainly marked on the outside as **“BID FOR RESTRIPIING VARIOUS STREETS THROUGHOUT THE CITY PROJECT, Project No. 26-03, to be opened at 2:00 p.m., Thursday, April 02, 2026”**. If submitting by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the City of Atwater, Public Works Department, 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.

**Remove lines 7, 8, and 9 from the table titled “Bid Form Submittal Schedule for a Non-Federal-Aid Contract without a DVBE Goal” in section 2-1.33B(3)(c)(ii) Bid Form Submittal Schedule for a Non-Federal-Aid Contract without a DVBE Goal.**

**Replace line 6 of the table titled “Bid Form Submittal Schedule for a Non-Federal-Aid Contract without a DVBE Goal” in section 2-1.33B(3)(c)(ii) Bid Form Submittal Schedule for a Non-Federal-Aid Contract without a DVBE Goal with:**

Local Business Preference Program Certification	Time of Bid
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**Replace paragraph 2 of section 2-1.34 with:**

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

**Add Section 2-1.35:**

**2-1.35 BID PROTEST**

**2-1.35A General**

Any unsuccessful bidder may submit a bid protest. Bid Protests must be submitted under section 2-1.35B. Bid protests not submitted under section 2-1.35B will not be considered.

**2-1.35B 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 Public Works Department  
470 Aviator Dr  
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 forms 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:**

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:**

The City may make such investigations as necessary to determine a Bidder's ability to perform the Work, and the Bidder must furnish to the City all requested information and data for this purpose. The City reserves the right to reject any Bid if it determines a Bidder is 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 responsible bidder submitting the lowest responsive bid.

### **Replace section 3-1.02B with:**

The Department breaks a tied bid with a coin toss except:

1. If a local business bidder requesting preference and a non-local business bidder have tied bids after applying the local business preference bid adjustment, the City awards the contract to the local business bidder.

### **Replace section 3-1.04 with:**

#### **3-1.04 CONTRACT AWARD**

If the City awards the contract, the award is made lowest responsible bidder within 30 days after bid opening but not before the close of the 10 days bid protest period.

If the lowest responsible bidder refuses or fails to execute the contract, the award is made to the second lowest responsible bidder.

If the second lowest responsible bidder refuses or fails to execute the contract, the award is made to the third lowest responsible bidder.

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:**

#### **Section 2-1.27 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 ( $\frac{1}{2}$  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 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 California 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 sample *Contract* form is included in the *Bid Book*.

## 5 CONTROL OF WORK

### Replace the entirety of Section 5-1.09:

The City of Atwater encourages mutual cooperation between the City, the Contractor and all project stakeholders. Compliance with Caltrans professionally facilitated project partnering is not required for 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 section 5-1.20E with:

#### 5-1.20E Water Meter Charges

The City can provide construction water for a fee. The Fiscal Year 2024-25 costs for construction water supplied from fire hydrants, per City Council Resolution 3400-23, are as follows:

1. Meter Deposit: \$559.00 (refundable);
2. Meter Installation: \$47.00;
3. Water Usage: \$5.00 per 1,000 gallons.

These fees will be waived for this project. If needed, contractor can request a hydrant meter through the Public Works Department.

### 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.

C. 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.
3. If specified or agreed to by the Engineer, electronic submittals may be made in Adobe PDF electronic file format. File resolution must be at least 300 dpi. Each email attachment must not exceed 25 MB in size and the total size of any email message must not exceed 50 MB. Size limits are subject to change based on the policies of the City's use of technology policies and limits. If separate emails are needed to accommodate large files indicate the total number of emails included in the submittal. After submitting electronic files, send a notification of the electronic submittal to the Engineer, including the names of the submitted files. Upon completion of review, the City will return one (1) or more electronic copy, depending on the number of reviewers required.

D. 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.

E. 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.

## **7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

### **Replace paragraph 2 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: <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. 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, if applicable to this project, are included in and/or attached by reference to the book issued for bidding purposes entitled "Bid Book".

### **Replace paragraph 5 of section 7-1.02K(3) with:**

You may submit certified payroll records electronically to the City of Atwater by emailing records to [jvinson@atwater.org](mailto:jvinson@atwater.org).

### **Replace paragraph 1 of section 7-1.02K(6)(j)(ii) with:**

Section 7-1.02K(6)(j)(ii) applies to this project and is included in Bid Item 4.

### **Add to the end of section 7-1.04:**

Do not reduce an open traffic lane width to less than 10 feet, unless otherwise shown on approved temporary traffic control plans.

### **Add before paragraph 1 of section 7-1.05A:**

You must defend, indemnify, and hold harmless the City, its elected and appointed councils, boards, commissions, officers, employees, agents, volunteers, representatives, and design professionals from and against any and all claims, lawsuits, actions, liabilities, 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 happen to the work or any part thereof; and

2. for any loss or damage to any of the materials, equipment, tools, or other things used or employed in performing the work; and
3. for injury to or death of any person, either workers or the public; and
4. for damage to property from any cause which might have been prevented by the Contractor, or his/her workers, or anyone employed or subcontracted by him/her.

For purposes of your obligation to defend, indemnify, and save harmless, the term State will have the following meaning: The City of Atwater including its elected and appointed councils, boards, commissions, officers, employees, agents, volunteers, representatives, and design professionals.

**Change the “Umbrella or excess liability” limits in the table titled “Liability Limits” in paragraph 1 of section 7-1.06D(2) to:**

\$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 officers, directors, agents, 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, directors, agents, and employees.

**8 PROSECUTION AND PROGRESS**

**Remove paragraphs 1 and 2 in section 8-1.04B**

**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" in paragraphs 3, 4 and 5 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 withholds five percent (5%) of all progress payments as retention. Retention will be paid to you with Final Payment.

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

1. the City approves the securities and their value; and
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; and
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 substitute securities for any portion 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:**

Not later than 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 are to be included in the various bid items with no additional payment due 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, Good Friday, and the Friday after Thanksgiving.

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**

#### **Replace Section 13-1.01A Summary in its entirety with:**

##### **13-1.01A Summary**

This project is anticipated to result in a total land disturbance area less than one (1) acre and is therefore not subject to the State of California's National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (CAS000002, Order No. 2022-0057-DWQ). 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) as a submittal prior to construction. The WPCP shall include, at a minimum:

1. Drawing(s) showing location and type of BMP's proposed for the project;
2. Details or fact sheets of proposed BMP's;
3. Emergency contact information for contractor and subcontractors; and
4. Inspection procedures indicating frequency of required inspections.

Contractor is required to continuously exercise good housekeeping and job site management to prevent sediment transport and stormwater pollution.

Costs for preparation and implementing the WPCP are included in the bid item for "Erosion, Sedimentation, and Pollution Control", and no additional payment will be provided therefor. The bid item includes installation and implementation of Best Management Practices (BMPs) required to prevent sedimentation and pollution discharge to storm drains including, but not limited to, inlet protection devices, street sweeping, washout management, and/or other means necessary to prevent polluted discharge to storm drains.

**Remove sections 13-1.01C and 13-1.01D in their entirety.**

**Remove section 13-2 WATER POLLUTION CONTROL PROGRAM in its entirety.**

**Remove Section 13-3 STORMWATER POLLUTION PREVENTION PLAN in its entirety.**

## **14 ENVIRONMENTAL STEWARDSHIP**

**Replace paragraph 2 of section 14-8.02 with:**

Do not operate construction equipment or run the equipment engines from 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; or
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:**

Fugitive dust control at the Project site is the sole responsibility of the Contractor. Dust control shall conform to all requirements set forth in the San Joaquin Valley Air Pollution Control District (SJVAPCD) Construction Notification Form, Regulation VIII, and Fugitive PM10 Prohibitions, as applicable, as well as the provisions in Section 14-9, "Air Quality" of the Caltrans Specifications and these Special Provisions.

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 dust, including compliance with Visible Dust Emissions (VDE) limits, maintaining Soil Stabilization at all times, management and cleanup of Carryout and Trackout, and management of Unpaved Access and Haul Roads, Storage Piles and Bulk Materials, and all Demolition Activities. When ordered to provide dust control, the Contractor shall use water to reduce the dusty conditions all to the satisfaction of the Engineer. Street sweeping or roadway cleaning activities shall be completed with PM10-efficient street sweepers. 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 and debris, and shall leave the site in a neat, clean condition all to the satisfaction of the Engineer.

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.

## **15 EXISTING FACILITIES**

### **Add to the end of paragraph 1 of section 15-1.01:**

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

### **Replace section 15-1.03c with:**

Where existing items are called for in the plans, specifications, or scope of work 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.

All items designated to be returned to the City shall be delivered to the Public Works Department Corporation Yard at 470 Aviator Drive, Atwater, CA 95301. Coordinate with the City's Project Manager at least two (2) working days prior to any delivery.

### **Replace section 15-1.04 with:**

Bid items for removal of existing features include all costs for removal and off-haul of said items or remanding them 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 paragraph 4 of section 17-2.03A with:**

Clear and grub the entire job site as required where pavements, pavement overlays, curbs, gutters, sidewalks, and retaining curbs are to be constructed, and within the slope lines of any excavations and embankment slopes.

#### **Replace section 17-2.04 with:**

Costs for compliance with this section, as well as all other required surface preparation and demolition work not specifically included in other bid items, is to be included in the various bid items of work, with no additional payment provided therefor.

## DIVISION IV SUBBASES AND BASES

### 23 GENERAL

#### **Replace section 23-1.01D(1)(b) with:**

You and the Engineer must work together to avoid potential conflicts and to resolve disputes regarding test result discrepancies. Notify the Engineer within 5 business days of receiving the test result if you dispute the test result.

If you or the Engineer dispute each other's test results, submit your test results and copies of paperwork including worksheets used to determine the disputed test results. An independent third party performs referee testing. Before the independent third party participates in a dispute resolution, it must be qualified under AASHTO resource program and Caltrans' Independent Assurance Program. The independent third party must have no prior direct involvement with this Contract. By mutual agreement, the independent third party is chosen from:

1. Caltrans laboratory in a district or region not in the district or region the project is located
2. METS
3. Laboratory not currently employed by you or your material producer

If split acceptance samples are not available, the independent third party uses any available material representing the disputed material for evaluation.

If the independent third party determines the City's test results are valid, the Engineer deducts the independent third-party testing costs from payments. If the independent third party determines your test results are valid, the City pays the independent third-party testing costs.

## **DIVISION IX TRAFFIC CONTROL DEVICES**

### **84 MARKINGS**

#### **Replace section 84-1.02 with:**

Materials for the bid item "Replace Traffic Striping and Pavement Markings" shall be retroreflective thermoplastic per section 84-2.02C with glass beads per section 84-2.02B and shall consist of replacement traffic stripes and pavement markings per details of the current Caltrans Standard Plans and California MUTCD to match function of existing markings, with no additional payment made therefor.

#### **Replace section 84-2.04 with:**

Payment shall be lump sum for the bid item "Replace Traffic Striping and Pavement Markings" and shall include all costs for replacement traffic stripes and pavement markings per details of the current Caltrans Standard Plans and California MUTCD to match function of existing markings, with no additional payment made therefor.