



City of Bishop, California

Proposal Information

and

Contract Documents

for

Hanby Avenue Sewer

Emergency Project

in the

City of Bishop, County of Inyo, California

25 MAY 2010

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Notice To Contractors

Sealed proposals will be received by the City of Bishop at the Office of the City Clerk of the City of Bishop, City Hall, 377 West Line Street, Bishop, California, 93514 until eleven o'clock (11:00) in the morning on 26 May 2010, for furnishing all labor, materials, tools, implements and machinery to do and complete all work in a manner satisfactory to the City Engineer, for the following project:

Hanby Avenue Sewer – Emergency Project

Together with such other incidental items as are necessary to complete the work in the manner and time prescribed and in strict conformity with the contract documents.

All proposals shall be made using the forms furnished by the City and shall be enclosed and sealed in an envelope which is addressed to the City Council, Bishop, California, and is clearly labeled:

Proposal for Hanby Avenue Sewer – Emergency Project

Conceptual plan, specifications, quote forms to be used for proposal on this project and other contract documents can be obtained at the City of Bishop City Hall, 377 West Line Street, Bishop, California, 93514 for no charge.

This project is located on Hanby Avenue. This is a sewer project consisting of the construction of approximately 1,140 linear feet of new sewer main, including new sewer services to adjoining lots, and 5 new sewer manholes. Additional work includes abandonment of the existing sewer main. This project includes furnishing of all labor, implements, tools, machinery, materials and all other work required to complete the project.

Technical questions should be directed to the Director of Public Works, City of Bishop, 377 West Line Street, Bishop, California, 93514, 760-873-8458, publicworks@ca-bishop.us.

The successful contractor shall furnish all items required in the contract documents.

All proposals shall include prices for all items of work for all construction options contained in the contract documents. The City intends to award the contract to the contractor with the most favorable proposal which will balance low cost with an early completion date. Responsive proposals shall include:

1. Completed Quote Form
2. Completed Affidavit of Non-Collusion form
3. Completed Contractor's Certificate Regarding Worker's Compensation form
4. Completed Contractor Licenses form

The City of Bishop hereby notifies all contractors that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be

afforded full opportunity to submit quotes in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at City of Bishop and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

The Contractor shall procure all required permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

The City Council of the City of Bishop, California, reserves the right to reject any and all proposals and to waive any formalities in the proposal.

David Beahrs Grah
Director of Public Works
City of Bishop

Quote Form

Proposal to City of Bishop for the construction of

Hanby Avenue Sewer – Emergency Project

Contractor Information:

Name: _____

Address: _____

Phone: _____

Email: _____

To the Bishop City Council:

Pursuant to and in compliance with your Notice to Contractors inviting sealed proposals (quotes) and the other documents relating thereto, the undersigned contractor, being familiar with the terms of the contract documents, local conditions affecting the performance of the contract, the character, quality, quantities, and general scope of work, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the contract, including all of its component parts and everything required to be performed, and to furnish any and all of the labor, material, tools, equipment, transportation, services, permits, utilities, and all other items necessary to perform the contract and complete in a workman like manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other contract documents, including Addenda _____, _____, _____, and _____, for the prices hereinafter set forth.

The undersigned as contractor, declares that the only persons or parties interested in this proposal as principals are those named herein and that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the contract documents and that he will accept in full payment thereof the unit prices on the following page.

QUOTE FORM

Item	Quantity	Unit	Description	Unit Price	Total Item Price
1	1	LS	Mobilization		
2	1	LS	Traffic Control		
3	1,140	LF	Sewer Line		
4	32	EA	Sewer Lateral		
5	5	EA	Manhole		
6	1,020	LF	Abandoned Sewer		
7	2	EA	Remove Manhole		
				Total Quote	

CY is cubic yard; EA is each; LF is linear foot; LS is lump sum; SF is square foot

COMPLETION DATE _____

Contractor must fill in Completion Date for the Proposal to be considered responsive.

In the event the total amount for an individual quote item does not agree with the product of the estimated quantity and unit price quote for that item, the unit price stated for the individual item shall govern and the incorrect total amount for that item shall be corrected. In the event the Total Proposal does not agree with the sum of the total amounts quoted for the respective quote items, the total amounts for the respective quote items shall govern and the incorrect Total Proposal shall be corrected.

Unit prices for all items, extensions and total amount of quote must be shown. The proposal submitted shall be in effect for 30 days after the opening of quotes.

The names of all persons interested in the foregoing proposals as principals are as follows. If contractor is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a general partnership, state true name of firm, also names of all individual partners composing firm; if a limited partnership, the names of all general partners and limited partners; if an individual, state first and last names in full; if the contractor is a joint venture, state the complete name of each party.

Authorized Contractor Representative:

Name (typed or printed): _____ (SEAL)

By: _____
(Individual's signature – attach evidence of authority to sign)

Title: _____

Agreement

THIS AGREEMENT, made and entered into by and between the

City of Bishop, California

hereinafter referred to as “CITY” and

a corporation under the laws of the state of _____;

hereinafter referred to as “CONTRACTOR”.

CITY and CONTRACTOR agree as follows:

1. **SCOPE OF WORK**: Contractor shall furnish all materials and shall perform all of the work for the construction of the **Hanby Avenue Sewer – Emergency Project** in accordance with this agreement and the other contract documents.
2. **TIME FOR COMPLETION**: The work shall be completed within the times set forth in the contract documents. Time is of the essence and forfeiture due to delay will be assessed as provided for in the contract documents.
3. **CONTRACT SUM**: CITY will pay CONTRACTOR as described in the Contractor Quote and the rest of the contract documents.
4. **PAYMENTS**: Payment will be made in accordance with the contract documents. The filing of the notice of completion by CITY shall be preceded by acceptance of the work made only by an action of the City Council.
5. **COMPLIANCE WITH PUBLIC CONTRACTS LAW**: CITY is a public agency in the State of California and is subject to the provisions of law relating to public contracts. It is agreed that all provisions of law applicable to public contracts are a part of this contract to the same extent as though set forth herein and will be complied with by CONTRACTOR.
6. **CONTRACT DOCUMENTS**: The complete contract includes all of these documents:
 - Notice to Contractors
 - Quote Form
 - Agreement
 - Performance Bond

- Payment Bond
- Worker’s Compensation Certificate
- Special Provisions
- Other referenced documents

This Agreement is executed by the CITY pursuant to an action of its Governing Body in session on _____, authorizing the same, and CONTRACTOR has caused this Agreement to be duly executed.

Dated:

_____ By _____
 Richard F. Pucci, City Administrator

Dated:

_____ By _____
 (Contractor)

Title:

APPROVED AS TO FORM:

 Peter Tracy, City Attorney

Performance Bond
(100% of the Agreement Amount)

We, _____ as Principal,
and _____ as Surety,
jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth
herein to the

City of Bishop

(herein called City) for payment of the penal sum of _____
_____ Dollars (\$ _____), lawful money of
the United States. City has awarded Principal a contract for the construction of

Hanby Avenue Sewer – Emergency Project

The condition of this obligation is such that if the Principal shall in all things abide by and well and truly keep and perform the covenants, and agreements in the said contract, and any alteration thereof made as therein provided, on his part to be kept and performed at the item and in the manner therein specified, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall indemnify and save harmless the City, the Engineer/Architect, the City's Representative, and their consultants, and each of their directors, officers, employees, and agents, as therein stipulated, this obligation shall become null and void, otherwise, it shall be and remain in full force and effect.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the work to be performed thereunder, or the plans and specifications shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should Owner become a party to an action on this bond, that each shall pay Owner's reasonable attorney's fees incurred therein in addition to the sum above set forth.

Executed in two original counterparts on
20____

PRINCIPAL

(Seal of Corporation)

By _____

Title _____

Any claims under this bond may be addressed to:

_____ (Name and address of Surety)

_____ (Name and address of Surety's agent for
service of process in California, if different
from above)

_____ (Telephone number of Surety's agent in
California)

(Attach Acknowledgement)

_____ SURETY

By _____
(Attorney-in-Fact)

APPROVED:

(Attorney for CITY)

Payment Bond

(100% of the Agreement Amount)

We, _____ as Principal,
and _____ as Surety,
jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth
herein to the

City of Bishop

(herein called City) for payment of the penal sum of _____

Dollars (\$ _____), lawful money of
the United States. City has awarded Principal a contract for the construction of

Hanby Avenue Sewer - Emergency Project

If Principal or any of his subcontractors fails to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract or during the one-year guarantee period, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax board from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety will pay the same in an amount not exceeding the sum specified above, and also will pay, in case suit is brought upon this bond, such reasonable attorney’s fees as shall be fixed by the court.

This bond shall insure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the work to be performed there under, or the plans and specifications shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City’s reasonable attorney’s fees incurred with or without suit, in addition to above sum.

Executed in two original counterparts on
20____

PRINCIPAL

(Seal of Corporation)

By _____

Title _____

Any claims under this bond may be addressed to:

_____ (Name and address of Surety)

_____ (Name and address of Surety's agent for
service of process in California, if different
from above)

_____ (Telephone number of Surety's agent in
California)

(Attach Acknowledgement)

SURETY

By _____
(Attorney-in-Fact)

APPROVED:

(Attorney for CITY)

Contractor's Certificate Regarding Worker's Compensation

Description of Contract: City of Bishop **Hanby Avenue Sewer - Emergency Project**

Labor Code Section 3700 Provides (in part):

“Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- A. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

- B. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.”

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

Dated: _____

(Contractor)

By

(Official Title)

Contractor Licenses

The Contractor’s license classifications required for this project are as follows:

Class A – General Engineering Contractor

These classifications are provided for information purposes only. The Engineer does not warrant that all classifications required for the project are listed.

It is the City’s intent that “plans,” as used in Public Contract Code Section 3300, is defined as the construction contract documents, which include both drawings and specifications.

The contractor hereby confirms that it has all licenses and permits required by federal, state, and local statutes, regulations, and ordinances. The following are the Contractor’s applicable license numbers:

<u>Contractor’s License Number</u>	<u>Expiration Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

I state under penalty of perjury that all information submitted by me and included in this contract is true and correct.

Signature of Contractor: _____

Dated: _____

Special Provisions

A. GENERAL PROVISIONS

1. GENERAL

Unless otherwise stated, the work embraced herein shall be done in accordance with the Standard Specifications and the Standard Plans dated May 2006, of the State of California, Department of Transportation insofar as the same may apply and in accordance with these Special Provisions. Copies of the Standard Plans and the Standard Specifications may be obtained from the Department of Transportation. In addition the City of Bishop Specifications for Domestic Water and Sanitary Sewer System (1991) shall also apply. Copies may be obtained from the City of Bishop Public Works Department.

The requirements set forth in these Special Provisions shall be used in addition to those set forth in the State Standard Specifications, and the City of Bishop Specifications for Domestic Water and Sanitary Sewer System.

In the event of conflict between these Special Provisions, the project plans, the City of Bishop Specifications for Domestic Water and Sanitary Sewer System, the Standard Specifications, and the Standard Plans the order of precedent shall be these Special Provisions over the project plans over the technical specifications of the City of Bishop Specifications for Domestic Water and Sanitary Sewer System over the Standard Specifications over the remaining sections of the City of Bishop Specifications for Domestic Water and Sanitary Sewer System.

2. DEFINITIONS AND TERMS

All definitions and terms in Section 1, "Definitions and Terms," of the Standard Specifications shall apply, except whenever the following terms are used, the intent and meaning shall be as follows.

Attorney General: The City Administrator.

Contract Documents: The documents which make up the Contract, including any and all documents incorporated therein; also, any and all written agreements between the City and Contractor which amend or change the Contract.

City: The City of Bishop, State of California working through its Public Works Department.

Department: The Public Works Department of the City of Bishop.

Director: The Public Works Director of the City of Bishop.

Department of Transportation: The Public Works Department of the City of Bishop, except when Department of Transportation publications are cited, such cites are to remain as written and refer to the State of California, Department of Transportation, also known as Caltrans.

Engineer: The Public Works Director of the City of Bishop, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

Laboratory: The Laboratory of the Public Works Department or other laboratories authorized by the Public Works Department of the City of Bishop to test materials and work involved in the Contract.

Owner: The City.

State: The City except when State publications or standards are cited, such cites are to remain as written and refer to the State of California.

3. CHANGES TO STANDARD SPECIFICATIONS

The following changes are made to the Standard Specifications:

Replace Section 7-1.12 with:

7-1.12 INDEMNIFICATION AND INSURANCE

The Contractor's obligations regarding indemnification of the State of California and the requirements for insurance shall conform to the provisions in Section 3-1.05, "Insurance Policies," and Sections 7-1.12A, "Indemnification," and 7-1.12B, "Insurance," of this Section 7-1.12.

7-1.12A Indemnification

The Contractor shall defend, indemnify, and save harmless the State, including its officers, employees, and agents (excluding agents who are design professionals) from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or in equity (Section 7-1.12A Claims) arising out of or in connection with the Contractor's performance of this contract for:

1. Bodily injury including, but not limited to, bodily injury, sickness or disease, emotional injury or death to persons, including, but not limited to, the public, any employees or agents of the Contractor, the State, or any other contractor; and
2. Damage to property of anyone including loss of use thereof; caused or alleged to be caused in whole or in part by any negligent or otherwise legally actionable act or omission of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable.

Except as otherwise provided by law, these requirements apply regardless of the existence or degree of fault of the State. The Contractor is not obligated to indemnify the State for Claims arising from conduct delineated in Civil Code Section 2782 and to Claims arising from any defective or substandard condition of the highway that existed at or before the start of work, unless this condition has been changed by the work or the scope of the work requires the Contractor to maintain existing highway facilities and the Claim arises from the Contractor's failure to maintain. The Contractor's defense and indemnity obligation shall extend to Claims arising after the work is completed and accepted if the Claims are directly related to alleged acts or omissions by the Contractor that occurred during the course of the work. State inspection is not a waiver of full compliance with these requirements.

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determine that the Contractor is not liable. The Contractor shall respond within 30 days to the tender of any Claim for defense and indemnity by the State, unless this time has been extended by the State. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, the Department may withhold such funds the State reasonably considers necessary for its defense and indemnity until disposition has been made of the Claim or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

With respect to third-party claims against the Contractor, the Contractor waives all rights of any type to express or implied indemnity against the State, its officers, employees, or agents (excluding agents who are design professionals).

Nothing in the Contract is intended to establish a standard of care owed to any member of the public or to extend to the public the status of a third-party beneficiary for any of these indemnification specifications.

7-1.12B Insurance

7-1.12B(1) General

Nothing in the contract is intended to establish a standard of care owed to any member of the public or to extend to the public the status of a third-party beneficiary for any of these insurance specifications.

7-1.12B(2) Casualty Insurance

The Contractor shall procure and maintain insurance on all of its operations with companies acceptable to the State as follows:

1. The Contractor shall keep all insurance in full force and effect from the beginning of the work through contract acceptance.
2. All insurance shall be with an insurance company with a rating from A.M. Best Financial Strength Rating of A- or better and a Financial Size Category of VII or better.
3. The Contractor shall maintain completed operations coverage with a carrier acceptable to the State through the expiration of the patent deficiency in construction statute of repose set forth in Code of Civil Procedure Section 337.1.

7-1.12B(3) Workers' Compensation and Employer's Liability Insurance

In accordance with Labor Code Section 1860, the Contractor shall secure the payment of worker's compensation in accordance with Labor Code Section 3700.

In accordance with Labor Code Section 1861, the Contractor shall submit to the Department the following certification before performing the work:

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

Contract execution constitutes certification submittal.

The Contractor shall provide Employer's Liability Insurance in amounts not less than:

1. \$1,000,000 for each accident for bodily injury by accident
2. \$1,000,000 policy limit for bodily injury by disease
3. \$1,000,000 for each employee for bodily injury by disease

If there is an exposure of injury to the Contractor's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

7-1.12B(4) Liability Insurance

7-1.12B(4)(a) General

The Contractor shall carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability and property damage liability for the following limits and including coverage for:

1. Premises, operations, and mobile equipment
2. Products and completed operations
3. Broad form property damage (including completed operations)
4. Explosion, collapse, and underground hazards
5. Personal injury
6. Contractual liability

7-1.12B(4)(b) Liability Limits/Additional Insureds

The limits of liability shall be at least the amounts shown in the following table:

Total Bid	For Each Occurrence ¹	Aggregate for Products/Completed Operation	General Aggregate ²	Umbrella or Excess Liability ³
≤\$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$5,000,000
>\$1,000,000 ≤\$5,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$10,000,000
>\$5,000,000 ≤\$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$15,000,000
>\$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$25,000,000
1. Combined single limit for bodily injury and property damage. 2. This limit shall apply separately to the Contractor's work under this contract. 3. The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.				

The Contractor shall not require certified Small Business subcontractors to carry Liability Insurance that exceeds the limits in the table above. Notwithstanding the limits specified herein, at the option of the Contractor, the liability insurance limits for certified Small Business subcontractors of any tier may be less than those limits specified in the table. For Small Business subcontracts, "Total Bid" shall be interpreted as the amount of subcontracted work to a certified Small Business.

The State, including its officers, directors, agents (excluding agents who are design professionals), and employees, shall be named as additional insureds under the General Liability and Umbrella Liability Policies with respect to liability arising out of or connected with work or operations performed by or on behalf of the Contractor under this contract. Coverage for such additional insureds does not extend to liability:

1. Arising from any defective or substandard condition of the roadway which existed at or before the time the Contractor started work, unless such condition has been changed by the work or the scope of the work requires the Contractor to maintain existing roadway facilities and the claim arises from the Contractor's failure to maintain;
2. For claims occurring after the work is completed and accepted unless these claims are directly related to alleged acts or omissions of the Contractor that occurred during the course of the work; or
3. To the extent prohibited by Insurance Code Section 11580.04

Additional insured coverage shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010, as published by the Insurance Services Office (ISO), or other form designated by the Department.

7-1.12B(4)(c) Contractor's Insurance Policy is Primary

The policy shall stipulate that the insurance afforded the additional insureds applies as primary insurance. Any other insurance or self-insurance maintained by the State is excess only and shall not be called upon to contribute with this insurance.

7-1.12B(5) Automobile Liability Insurance

The Contractor shall carry automobile liability insurance, including coverage for all owned, hired, and nonowned automobiles. The primary limits of liability shall be not less than \$1,000,000 combined single limit each accident for bodily injury and property damage. The umbrella or excess liability coverage required under Section 7-1.12B(4)(b) also applies to automobile liability.

7-1.12B(6) Policy Forms, Endorsements, and Certificates

The Contractor shall provide its General Liability Insurance under Commercial General Liability policy form No. CG0001 as published by the Insurance Services Office (ISO) or under a policy form at least as broad as policy form No. CG0001.

7-1.12B(7) Deductibles

The State may expressly allow deductible clauses, which it does not consider excessive, overly broad, or harmful to the interests of the State. Regardless of the allowance of exclusions or deductions by the State, the Contractor is responsible for any deductible amount and shall warrant that the coverage provided to the State is in accordance with Section 7-1.12B, "Insurance."

7-1.12B(8) Enforcement

The Department may assure the Contractor's compliance with its insurance obligations. Ten days before an insurance policy lapses or is canceled during the contract period, the Contractor shall submit to the Department evidence of renewal or replacement of the policy.

If the Contractor fails to maintain any required insurance coverage, the Department may maintain this coverage and withhold or charge the expense to the Contractor or terminate the Contractor's control of the work in accordance with Section 8-1.08, "Termination of Control."

The Contractor is not relieved of its duties and responsibilities to indemnify, defend, and hold harmless the State, its officers, agents, and employees by the Department's acceptance of insurance policies and certificates.

Minimum insurance coverage amounts do not relieve the Contractor for liability in excess of such coverage, nor do they preclude the State from taking other actions available to it, including the withholding of funds under this contract.

7-1.12B(9) Self-Insurance

Self-insurance programs and self-insured retentions in insurance policies are subject to separate annual review and approval by the State.

If the Contractor uses a self-insurance program or self-insured retention, the Contractor shall provide the State with the same protection from liability and defense of suits as would be afforded by first-dollar insurance. Execution of the contract is the Contractor's acknowledgement that the Contractor will be bound by all laws as if the Contractor were an insurer as defined under Insurance Code Section 23 and that the self-insurance program or self-insured retention shall operate as insurance as defined under Insurance Code Section 22.

4. PROPOSAL REQUIREMENTS

The contractor's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these special provisions for the requirements and conditions which the contractor must observe in the preparation of the proposal form and the submission of the quote. In addition to the subcontractors required to be listed in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

5. BONDS

As soon as possible, the Contractor shall furnish a payment bond and a performance bond each in an amount equal to 100 percent of the contract amount, or equivalent cash or security in lieu of bonds pursuant to Section 995.710 of the Code of Civil Procedures. Bonds shall be furnished by surety companies satisfactory to the City on the forms furnished as part of the contract documents. Surety

companies, to be acceptable to the City, must be authorized to do business and have an agent for service of process in California.

6. INSURANCE

Workers' Compensation Insurance, Employers' Liability Insurance, and Liability Insurance shall be maintained in effect for the duration of the project. Certificates of insurance and endorsements shall be provided for each policy.

Insurers must be authorized to do business and have an agent for service of process in California and have an "A" policyholder's rating and a financial rating of at least Class VI in accordance with the most current Best's Rating.

7. SCOPE OF WORK

The scope of the work shall consist of the work described in the contract documents for the **Hanby Avenue Sewer – Emergency Project** as provided in the Agreement for the work.

8. CHANGES

For force account work, the Contractor shall submit to the City's Representative for his verification daily work sheets showing an itemized breakdown of labor, materials, tool, and equipment used in performing the work. No payment will be made for work not verified by the City's Representative.

For force account the cost of labor shall be the cost of labor plus 15 percent for workers directly engaged in the performance of the work.

9. CONSTRUCTION STAKES

Construction staking of flow-line elevation will be provided at each manhole.

10. PERMITS AND LICENSES

The following licenses are known to be required for the work:

1. City of Bishop Business License
2. California Contractors License Classification A

11. TIME OF COMPLETION

The Contractor shall have until Completion Date as specified on Quote Form to complete the work. The Contractor shall only conduct work within 300 feet of residences between the hours of 0700 and 1900.

12. LIQUIDATED DAMAGES

The contractor shall pay the City \$1500 per day for each day delay in completing the work after the quoted Completion Date.

13. MEASUREMENT AND PAYMENT

All work will be measured and paid for as shown on the quote form and the contract documents.

Item quantities shall be measured by planned, actual, or lump sum in accordance with these special provisions. Item quantities to be measured for payment by planned quantities shall be based on theoretical or calculated quantities of completed work based on the plans. Item quantities to be measured for payment by actual quantities shall be determined by measurement of completed work.

The price paid for quote items shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in completing those items of work complete in place in accordance with the contract documents.

When the contract does not include a contract pay item for work required by the contract, full compensation for that work is included in the prices paid for the contract pay items included in the contract.

The Contractor with assistance from the City shall, on or before the tenth day of each calendar month after construction work is started, cause an estimate in writing to be made by the Contractor of the value of the work completed.

A request for payment shall be submitted by the Contractor upon completion of all work for approval and payment by the City.

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code concerning prompt payment to subcontractors.

14. RESOLUTION OF CLAIMS

All public works claims between the Contractor and City relating to this contract where the total claims of both parties are equal or less than \$375,000 shall be resolved in accordance with Public Contract Sections 20104 et seq., which are incorporated herein by reference. There shall be no claims for labor compliance issues.

15. TRAFFIC CONTROL

The Contractor shall provide traffic control for work performed on East Line Street. Hanby Avenue will be closed during construction, so traffic control is not required on Hanby Avenue.

Flagging: Flagging shall be paid entirely by the contractor. The Contractor shall provide flaggers whenever a lane is closed.

16. SEWER SHUTOFF NOTICES

Shut offs of sewer services shall be kept to a minimum. Sewer services shall not be shut off for more than 2 hours in a day. Sewer services may only be shut off after 48 hours notice. Sewer services must be fully restored at the end of each work day. As soon as services are restored, affected properties shall be notified.

Shutoff notices shall be delivered by contractor personnel to each property affected by a sewer shutoff. Notices shall include:

1. Shutoffs are for work in the City of Bishop Hanby Avenue Sewer Project.
2. What service will be shut off.
3. Date of the anticipated shutoff.
4. Anticipated start and end times of the shutoff.
5. That notification will be made as soon as service is restored.
6. Contractor name and contact information including telephone number.
7. Courteous and professional layout and wording.

Notices that hang on door handles are acceptable. Notifications must be approved by the Engineer before distribution.

17. GENERAL SAFETY

Contractor shall transmit to the City copies of reports and other documents related to accidents and injuries encountered during this work. Where there is conflict between applicable safety orders, laws and regulations and policies, the more stringent measures shall apply.

18. CHEMICALS

The Contractor shall provide two copies of Material Safety Data Sheets to the City for all chemicals used during this project at least three days prior to bringing them on site. Use of all such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer.

If the Contractor encounters hazardous substances during this work, he shall immediately notify the City and the County Environmental Services Office. Hazardous substances shall be disposed of in accordance with the requirements of Inyo County Department of Environmental Health. If this is considered a change in the work, it shall be dealt with under Section 8, Special provisions and these contract documents.

B. QUOTE ITEMS

1. Mobilization

Mobilization shall be measured lump sum.

2. Traffic Control

Traffic control shall be measured lump sum and paid based on percentage of contract time expired.

3. Sewer Line

Sanitary sewer lines shall conform to City of Bishop requirements, Section C.2. PVC Sewer Pipe. Sewer Line shall include removal of existing sewer line in conflict with the new sewer line, connection of existing and new laterals, and trench backfill. Sewer Line shall be measured actual.

4. Sewer Lateral

Sewer lateral shall be 4 inch PVC. Sewer lateral shall include trench excavation, removal of existing sewer laterals in conflict with the new sewer laterals, an inline cleanout at the street right of way line, and trench backfill. Sewer lateral may attach to sewer line with single gasket PVC sewer saddle wye. Sewer laterals shall be measured actual.

5. Manhole

Manhole shall be the modification of existing manhole to accommodate the sewer main and the replacement of existing sewer manhole with new manhole. The method of modifying existing manhole shall be approved in writing in advance by the engineer. Manhole does not include frame and cover. Manhole shall be measured actual.

6. Abandoned Sewer

Existing sewer main shall be abandoned by filling with slurry, crushing, or removal at the option of the contractor with the approval of the engineer.

7. Remove Manhole

Remove manhole shall be measured actual.

B. MATERIALS

1. Portland Cement Concrete

Unless otherwise specified in the special provisions or plans, all portland cement concrete shall be Class 1.

2. PVC Sewer Pipe

Sanitary sewer shall be plastic pipe. Sewer pipe shall be Standard Dimension Ratio (SDR) 35 polyvinyl chloride (PVC) solid wall sewer pipe made of compounds conforming to ASTM D1784 and manufactured in accordance with the material requirements of ASTM D3034 or

ASTM F679. Sewer pipe shall meet all dimensional, chemical, and physical requirements as outlined in ASTM D3034 and ASTM F679 or ASTM F679 ANNEX. Sewer pipe shall be installed according to the requirements of ASTM D2321. Joints shall meet the requirements of ASTM D3212 and shall be formed using a Rieber gasket system for sealing that meets the requirements of ASTM F477.

3. Crushed Rock

Fifty percent of the particles by weight retained on a 3/8-inch sieve shall have their entire surface area composed of faces resulting from fracture due to mechanical crushing.

Crushed rock shall have the following gradation:

Sieve Size	Percent Passing
1"	100
3/4"	85-100
3/8"	0-20
No. 4	0-10
No. 8	0-5

4. Aggregate Base

Aggregate base shall be Class 2 and may be 100 percent reclaimed material. Contract Compliance limits for 1 ½ inch maximum aggregate base are as follows:

Sieve Size	Percent Passing
2 inch	100
1 ½ inch	87 to 100
¾ inch	50 to 95
Number 4	20 to 55
Number 30	6 to 35
Number 200	0 to 12

E. LINE ST.

(E) 14" CLAY

(N) 6 LF 8" PVC

(E) 6" CLAY

NEW MANHOLE
(TYPICAL)

246 LF

(N) 15" PVC

(E) 14" CLAY

PLUG

MANHOLE
TO REMAIN

247 LF

(N) 15" PVC

(E) 14" CLAY

REMOVE &
SALVAGE CONE

252 LF

(N) 15" PVC

(E) 12" CLAY

MANHOLE
REMOVED
BY OTHERS

276 LF

(N) 15" PVC

(E) 12" CLAY

REMOVE
MANHOLE

5 LF

(N) 15" PVC

4 LF
(N) 10" PVC

CORE

PLUG
MANHOLE
TO REMAIN

WILLOW ST.

(E) 6" CLAY

(N) 50' LF 8" PVC

MAY ST.

(E) 6" CLAY

(N) 55' LF 8" PVC

PINE ST.

(E) 10" CLAY

HANBY AVENUE

N.T.S.

NOTES:

1. ABANDON EXISTING SEWER MAIN BY FILLING WITH SLURRY, CRUSHING OR REMOVING.
2. LATERALS NOT SHOWN FOR CLARITY, HOWEVER, PROJECT INCLUDES REPLACEMENT OF ALL EXISTING SEWER LATERALS TO PROPERTY LINES.
3. MANHOLE FRAME & COVER BY OTHERS.

ABBREVIATIONS
(N) NEW
(E) EXISTING

HANBY AVENUE SEWER IMPROVEMENTS

HANBY SEWER SCHEMATIC

JOB NO.
4.0503
DWG
SF

triod/holmes associates

05/25/10

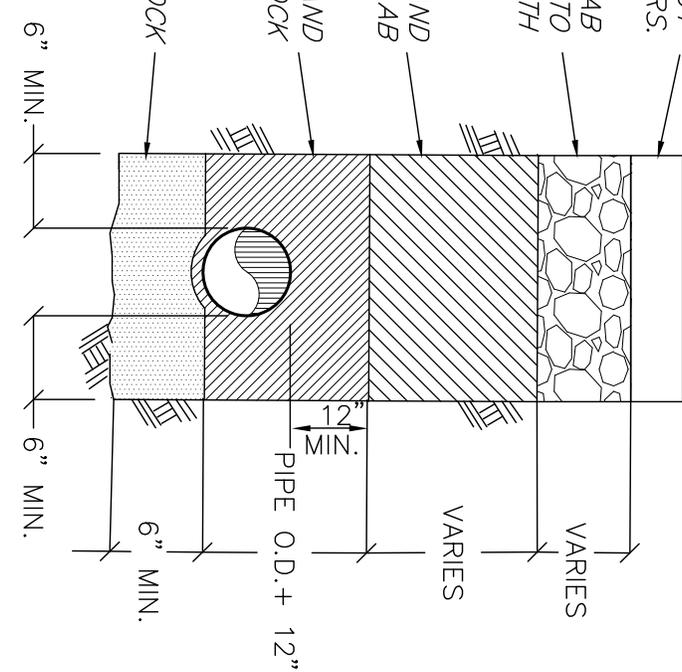
SAWCUT AND REMOVE EX. AC (LINE ST. AND PINE ST.) BACKFILL WITH CLASS 2 AB TO MATCH EX. GRADE. NEW AC PAVING BY OTHERS.

CLASS 2 AB REPLACE TO EXISTING DEPTH

CLASS 3 SAND OR CLASS 2 AB

CLASS 3 SAND OR 3/4" ROCK

3/4" CRUSHED ROCK



TYPICAL TRENCH DETAIL
NTS

NOTE: AT THE TIME OF THIS PROJECT HANBY AVENUE IS UNPAVED AND HAS HAD AGGREGATE BASE PLACED ON A PORTION OF IT. THE UPPER PORTION OF TRENCH BACKFILL SHALL INCLUDE CLASS 2 AB TO EXISTING DEPTH AS FOUND. IN ADDITION, CONTRACTOR SHALL USE MEANS NECESSARY TO AVOID CONTAMINATION OF EXISTING AGGREGATE BASE IN PLACE.

HANBY AVENUE SEWER IMPROVEMENTS		
TYPICAL TRENCH DETAIL		
JOB NO. 4.0503 DWG SF		05/25/10