



City of Bishop, California

Bidding Information

and

Contract Documents

for

Keough and Hobson Sewer Improvements

in the

City of Bishop, County of Inyo, California

February 2010

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 three o'clock (3:00) in the afternoon on 15th day of March 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:

Keough and Hobson Sewer Improvements

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.

At 3:01 on the afternoon on the above date, said proposals will be publicly opened and read aloud.

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:

Bid for Keough and Hobson Sewer Improvements

Bid books including plans, specifications, bid forms to be used for bidding on this project and other contract documents can be obtained at the City of Bishop City Hall, 377 West Line Street, Bishop, California, 93514 or on the city web site at

<http://www.ca-bishop.us/Advertisements/ConstructionProjects/ConstructionProjects.html>

To receive addendums for this project, email contact name, company name, phone, and email address to

publicworks@ca-bishop.us

This project is generally on Keough Street and on Hobson Street in the City of Bishop. The project replaces almost 1,000 feet of sewer line, replaces sewer laterals, and modifies or replaces manholes. This project includes furnishing of all labor, implements, tools, machinery, materials and all other work required to complete the project.

The estimated range for the construction cost of this project is \$100,000 to \$200,000.

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 bidder shall furnish all items required in the contract documents.

All proposals shall include prices for all items of work contained in the contract documents. The City intends to award the contract to the bidder with the lowest responsive bid. Responsive bid proposals shall include:

1. Completed Bid Form
2. Bid Bond or other security
3. Completed Affidavit of Non-Collusion form
4. Completed Contractor's Certificate Regarding Worker's Compensation form
5. Completed Proposed Equipment and Material Manufacturers form
6. Completed Proposed Subcontractors form
7. Completed Contractor Licenses form

The City of Bishop hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, 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 the Labor Compliance Office at the offices of the District Director of Transportation for the district in which the work is situated.

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

Bid Form

Proposal to City of Bishop for the construction of

Keough and Hobson Sewer Improvements

Bidder Information:

Name: _____

Address: _____

Phone: _____

Email: _____

To The City Council of The City Bishop:

Pursuant to and in compliance with your Notice to Contractors inviting sealed proposals (bids) and the other documents relating thereto, the undersigned bidder, being fully familiar with the terms of the contract documents, local conditions affecting the performance of the contract, the character, quality, quantities, and 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 bidder, under penalty of perjury, certifies that, except as noted on an attached page, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager: Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; Does not have a proposed debarment pending; and Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years. If there are any exceptions to this certification, insert the exceptions on an attached page.

The undersigned as bidder, 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.

Item	Quantity	Unit	Description	Unit Price	Total Item Price
1	1	LS	Traffic Control		
2	973	LF	Sewer Main		
3	20	EA	Sewer Lateral		
4	4	EA	Manhole		
				Total Bid	

EA is each
 LF is linear foot
 LS is lump sum

In the event the total amount for an individual bid item does not agree with the product of the estimated quantity and unit price bid 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 Bid does not agree with the sum of the total amounts bid for the respective bid items, the total amounts for the respective bid items shall govern and the Total Bid shall be corrected.

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

Accompanying this proposal is a deposit in the form of a _____(Insert words "certified check", "cashier's check", "bid bond", "cash", or appropriate description of substitute security, as the case may be) in the amount of \$_____ which amount is not less than 10% of the total bid, payable to the CITY OF BISHOP.

The undersigned deposits the above-name security as a proposal guarantee and agrees that it shall be forfeited to the City in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the contract documents or fails to furnish the required payment and performance bonds, or substitute, and insurance certificates and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City's reasonable attorneys' fees, incurred with or without suit.

The names of all persons interested in the foregoing proposals as principals are as follows. If bidder 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 bidder is a joint venture, state the complete name of each party.

Authorized Bidder Representative:

Name (typed or printed): _____ (SEAL)

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

Title: _____

Bid Bond

(10% of Total Bid 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, California

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

Dollars (\$ _____), lawful money of the United
States. Principal has submitted the accompanying bid for the construction of

Keough and Hobson Sewer Improvements

If the Principal is awarded the contract and enters into a written contract, in the form prescribed by the City, at the price designated by his bid, and files two bonds with the City, or substitute security in lieu thereof, one to guarantee payment for labor and materials and the other to guarantee faithful performance, in the time and manner specified by the City, and carries all insurance in type and amount which conforms to the contract documents, and furnishes required certificates and endorsements thereof, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Forfeiture of this bond, or any deposit made in lieu thereof, shall not preclude the City from seeking all other remedies provided by law to cover losses sustained as a result of the Principal's failure to do any of the foregoing.

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.

Executed on _____

PRINCIPAL

(Seal of Corporation)

By _____

Title _____

(Attach Acknowledgment of Authorized Representative of Principal)

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)

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 Keough and Hobson Sewer Improvements project in accordance with this agreement and the other of contract documents. The scope of work shall be in accordance with the 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 bid 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
 - Bid 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

Keough and Hobson Sewer Improvements

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

Keough and Hobson Sewer Improvements

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 Keough and Hobson Sewer Improvements

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 Bidder: _____

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 over the Standard Specifications.

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. PROPOSAL REQUIREMENTS

The bidder'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 bidder must observe in the preparation of the proposal form and the submission of the bid. 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. A sheet for listing the subcontractors is included in the Proposal.

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.

4. GUARANTEE

In addition to guarantees required elsewhere, the Contractor shall and hereby does guarantee the work for a period of one year after the date of acceptance of the work by the City. The Contractor shall repair or remove and replace any and all work, together with any other work which may be displaced in so doing, that is found to be defective in workmanship and materials within said one-year periods without expense to the City, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure to comply with the above-mentioned conditions within one week after being notified in writing, the City is hereby authorized to proceed to have the defects remedied and made good at the expense of the Contractor, who hereby agrees to pay the cost and charges therefore immediately on demand. Such action by the City will not relieve the Contractor of the guarantees required by this article or elsewhere in the contract documents.

This provision does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer or supplier gives a guarantee for a longer period. The Contractor agrees to act as a co guarantor with such manufacturer or supplier and shall furnish the City all appropriate guarantee or warranty certificates upon completion of the project. No guarantee period, whether provided for in this article or elsewhere, shall in anyway limit the liability of Contractor or his sureties or insurers under the indemnity or insurance provisions of these special provisions.

5. BONDS

The Contractor, simultaneously with the execution of the contract, 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 full guarantee period. Certificates of insurance shall be provided for each policy.

If the specified insurance is provided by more than one policy, a separate endorsement 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.

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

For Each Occurrence ¹	Aggregate for Products/Completed Operation	General Aggregate ²	Umbrella or Excess Liability ³
\$1,000,000	\$2,000,000	\$2,000,000	\$5,000,000

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.

7. PRE-CONSTRUCTION CONFERENCE

Prior to issuance to the Notice to Proceed, the City will hold a pre-construction conference for the purpose of discussing essential matters pertaining to the prosecution of an the satisfactory completion of the project. The Contractor’s representatives at this conference shall include all major superintendents for the work and may include subcontractors.

8. SCOPE OF WORK

The scope of the work shall consist of the work described in the contract documents for the Keough and Hobson Sewer Improvements project as provided in the Agreement for the work.

9. 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.

10. CONSTRUCTION STAKES

No construction staking is anticipated on this project.

11. SUBMITTALS

The Contractor shall submit the following information to the City 7 working days prior to beginning of work for review and approval:

1. A schedule of work.
2. A health and safety plan.
3. Traffic control plan.

12. 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

13. TIME OF COMPLETION

The Contractor shall have 30 working days to complete the work.

14. LIQUIDATED DAMAGES

The contractor shall pay the City \$500 per day for each day delay in completing the work in excess of the specified working days.

15. MEASUREMENT AND PAYMENT

All work will be measured and paid for as shown on the bid 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 bid 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.

16. 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.

17. TRAFFIC CONTROL

The Contractor shall submit 3 copies of a proposed traffic control plan, with the same number of copies of the proposed project schedule, or updates of schedule to the City Engineer for review and comments within 7 working days of execution of the contract.

The contractor's traffic control plan shall include, but not be limited to, the following:

- Construction signing
- Types and location of traffic control devices
- Construction phasing
- Draft notification letters
- Draft driveway closure notice

The City Engineer will review the submittal and provide written comments on the proposed plan. Upon resolution of issues, the Engineer shall accept the plan in writing.

Acceptance by the Engineer of a traffic control plan shall in no way relieve the Contractor of his responsibility for safety. Acceptance of the traffic control plan by the City Engineer indicates that the plan generally appears to conform to the contract requirements. Such acceptance shall in no way be construed as confirmation of the technical accuracy or adequacy of the contents of the plan and shall not relieve the Contractor of the obligation to institute traffic control measures in full compliance with contract requirements, and which function safely and correctly, and are in conformance with applicable statutes, ordinances, and regulations.

Notifications: Draft notifications to residences will be submitted to the Engineer for review and approval before Contractor distributes notices. The Contractor shall submit a copy to the Engineer of all notifications delivered.

The Contractor shall prepare and deliver project information notices to all properties adjacent to the project to ensure properties receive the notices no less than 7 calendar days prior to beginning any construction. The notice will include:

- Impacts of construction to property
- General scope of project including description of project and limits, hours and days of operation, phasing information, lane closure, and parking restrictions
- Contractor contact and telephone number

- Other appropriate information requested by the Engineer

The Contractor shall not proceed with any construction affecting pedestrian or vehicle traffic until traffic control plans have been approved and the proper traffic control has been provided to the satisfaction of the Engineer.

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

Drop Offs: All longitudinal drop-offs shall be delineated and signed. Where public traffic is exposed to longitudinal drop-offs greater than 4 inches during non-working hours temporary durable safety slopes 4 horizontal to every 1 vertical or flatter shall be constructed and maintained.

Temporary Ramps: Temporary ramps shall be placed and maintained at driveways and crossings and at grade drop-offs exposed to traffic. Ramps shall be sufficiently sloped to eliminate conditions which are hazardous. Under no circumstances shall the ramps be steeper than 5% in travel lanes; temporary driveway ramps may be steeper, but must not cause vehicle bumpers or underside to contact the ground. Ramps shall be constructed with aggregate base or other suitable material. Where adjacent to placement of new pavement, the Contractor shall completely remove the ramp and prepare the edge prior to placing new pavement.

Phasing and Access Requirements: At all times a minimum of 1 smooth and firm lane at least 11 feet wide shall be open on all streets included in construction.

Convenient access to driveways, houses, and buildings along the line of work shall be maintained and temporary crossings shall be provided and maintained in good condition.

The Contractor shall only conduct work within 300 feet of residences between 0700 and 1900.

18. SEWER SHUTOFF NOTICES

Sewer shut offs shall be kept to a minimum and shall not be shut off for more than 8 hours at a time and only between 0900 and 1700. 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 water or sewer shutoff. Notices shall include:

- Shutoffs are for work in the City of Bishop Keough and Hobson Sewer Improvements project.
- Date of the anticipated shutoff.
- Anticipated start and end times of the shutoff.
- That notification will be made as soon as service is restored.

- Contractor name and contact information including telephone number.
- Courteous and professional layout and wording.

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

19. 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.

20. 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.

21. SURPLUS EXCAVATION

Surplus soil that is free of debris may be disposed of at the City of Bishop Wastewater Treatment Facility at 980 Poleta Road.

B. BID ITEMS

1. Traffic Control

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

2. Sewer Main

Sewer main shall be PVC. Sewer main shall include trench excavation, removal of existing sewer line in conflict with the new sewer main, connection of existing and new laterals, trench backfill, and trench paving with 4 inches of asphalt concrete over 8 inches of aggregate base. Sewer main shall be measured actual.

3. 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, trench backfill, and trench paving with 4 inches of asphalt concrete over 8 inches of aggregate base. Sewer laterals shall be measured actual.

4. Manhole

Manhole shall be the modification of existing manholes to accommodate the sewer main or the replacement of existing sewer manholes with new manholes, at the contractor's option with the approval of the engineer. The method of modifying existing manholes shall be approved in writing in advance by the engineer. Manhole shall be measured actual.

C. 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

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. Aggregate Base

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

Sieve Size	Percent Passing
2 inch	100
1 1/2 inch	87 to 100
3/4 inch	50 to 95
Number 4	20 to 55
Number 30	6 to 35
Number 200	0 to 12

4. Asphalt Concrete

All damaged pavement edges against which asphalt concrete will be placed shall be sawcut parallel and perpendicular to the street centerline. Asphalt concrete shall be Type B. The grading of the aggregate on the top lift shall be 1/2 inch, maximum, medium. Asphalt binder shall be Grade PG 64-28 conforming to current California Department of Transportation specifications.

