

THE WATERSHED CONSERVATION AUTHORITY

GENERAL SPECIFICATIONS

FOR

Installation of Underground Electrical Line Conduit and Structures

DUCK FARM PHASE 1A

**PROJECT LOCATION:
12936 VALLEY BLVD
LA PUENTE, CA 91746**

Project #3609-02-12

Prepared by
Watershed Conservation Authority
100 N. Old San Gabriel Canyon Road
Azusa, CA 91702

Contacts
Deborah Enos
WCA Project Manager

The Watershed Conservation Authority (WCA) will receive sealed proposals for performance of the above described services at the "El Encanto" WCA Office, 100 N. Old San Gabriel Canyon Road, Azusa, CA 91702 until 2 p.m. local time on Tuesday, February 28, 2012.

A COURTESY JOB WALK Tuesday, February 21, 2012 at 9am will be held. Please contact Debbie Enos, project manager, at 626-815-1019 ext 112 if you have questions. Meet at access road driveway located between 303 and 263 San Fidel Avenue, La Puente, California 91746 and access job site via pedestrian tunnel under 605 Freeway. Please be prompt.

TABLE OF CONTENTS

	<u>Page No.</u>
NOTICE TO CONTRACTORS	3
PROPOSAL FORM	5
CONTRACTOR'S LICENSE DECLARATION	8
CERTIFICATION OF NON-DISCRIMINATION AND AFFIRMATIVE ACTION	9
SUBCONTRACTORS	10
BIDDER'S STATEMENT OF TECHNICAL ABILITY AND EXPERIENCE	11
CHECKLIST OF PROPOSAL PACKET	12
CONTRACT	13
GENERAL CONDITIONS	15
SPECIAL PROVISIONS	19
EXHIBIT A - INSURANCE PROVISION	22

WATERSHED CONSERVATION AUTHORITY

NOTICE TO CONTRACTORS

Sealed proposals for:

INSTALLATION OF UNDERGROUND ELECTRICAL LINE CONDUIT AND STRUCTURES

Bids will be received at the office of the Watershed Conservation Authority, "El Encanto" 100 N. Old San Gabriel Canyon Road, Azusa, California 91702 until February 28, 2012 at 2:00 p.m. local time, immediately followed by the bids being open publicly and read aloud.

A COURTESY JOB WALK Tuesday, February 21, 2012 at 9am will be held. Please contact Debbie Enos, project manager, at 626-815-1019 ext 112 if you have questions. Meet at access road driveway located between 303 and 263 San Fidel Avenue, La Puente, California 91746 and access job site via pedestrian tunnel under 605 Freeway. Please be prompt.

No bid shall be considered unless it is made on a proposal form furnished by the Watershed Conservation Authority and is in accordance with the provisions of the Standard Specifications for Public Works Construction, 2009 Edition, and all supplements thereto.

Plans, specifications, contracts and proposal forms may be obtained at the office of the Watershed Conservation Authority, "El Encanto" 100 N. Old San Gabriel Canyon Road, Azusa, California 91702.

Pursuant to the provisions of Section 1770-1777 of the Labor Code of the State of California, Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, vacations, pension and similar purposes in the locality in which the work is to be done. Information relative to the employment of apprentices shall be obtained from the Director of the Department of Industrial Relations, who is the Administrative Officer of the California Apprenticeship Council. The Contractor shall forfeit, as penalty to the Agency fifty dollars (\$50.00) for laborers, workmen, or mechanics employed for each calendar day or portion thereof, if such laborer, workman or mechanic is paid less than the general prevailing rate of wages herein referred to and stipulated for any work done under the proposed contract, by him, or by any subcontractor under him, in violation of the provisions of the Labor Code and, in particular, Sections 1770 to 1781 inclusive. Copies of all collective bargaining agreements relating to the work as set forth in the aforementioned Labor Code are on file and available for inspection in the office of the Department of Industrial Relations, Division of Labor Statistics and Research.

The Watershed Conservation Authority reserves the right to reject any or all bids and to waive any irregularity or informality in any bid to the extent permitted by law.

NOTICE TO CONTRACTORS

CONTINUED

Attention is directed to the provisions of Chapter 9, Division 3 of the Business and Professions Code requiring contractors to be licensed. No proposal will be accepted from any contractor unless he is licensed in accordance with the laws of this state. Contractor shall procure all permits incident to the lawful prosecution of the work. Further, the Labor Code of the State of California prohibits a contractor from performing work on a public works project with a subcontractor who is ineligible pursuant to Section 1777.1 or 1777.7 of said code.

Each bidder shall visit the site of the proposed work and fully acquaint himself with the conditions relative to construction, labor, plans, specifications, and special provisions. Submission of the proposal shall be taken as conclusive evidence of this familiarity with the job site and conditions relative thereto.

Date: February 13, 2012



Mark Stanley
Executive Officer

Posted on WCA website:

February 13, 2012

**PROPOSAL FOR: INSTALLATION OF UNDERGROUND ELECTRICAL
LINE CONDUIT AND STRUCTURES PROJECT AT DUCK FARM
PHASE 1A**

TO THE WATERSHED CONSERVATION AUTHORITY:

The undersigned, ad bidder, declares that he/she has carefully examined the location of the proposed work and reviewed both the construction plans and technical specifications, that he/she has examined the Special Provisions and read the accompanying instructions to bidders and hereby proposes and agrees, if the proposal is accepted, to furnish all materials to do all work required to complete the said work in accordance with the plans and said Standard Specifications, Special Provisions, in the time and manner therein prescribed. **Bid entry must be written legibly. Bidders must return this sheet.** Bids with missing Bid Summary sheet may be rejected. In tabulating bid refer to construction plans, specifications, supporting materials and special provisions for complete description of all work to be performed. Contractor is responsible for calculating all quantities of materials based on plans.

NOTE: Bidders shall bid project as follows:

Bid Summary: All proposed improvements within project limits, excluding work to be provided by Southern California Edison, as noted in plan documents.

TOTAL LUMP SUM BID: _____

_____ Authorized Signature

_____ Printed Name

_____ Title

_____ Company Name

_____ Address

_____ Phone Number

**PROPOSAL FOR: INSTALLATION OF UNDERGROUND ELECTRICAL
LINE CONDUIT AND STRUCTURES PROJECT AT DUCK FARM
PHASE 1A (continued)**

INSTRUCTIONS TO BIDDERS

Bids are to be submitted for the entire work. The lowest responsible bidder shall be determined by the amount submitted for the Total Lump Sum Bid.

If itemized bid totals are unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the Watershed Conservation Authority, and that discretion will be exercised in the manner deemed by the Watershed Conservation Authority to best protect the public interest in the prompt and economical completion of the work. The decision of the Watershed Conservation Authority respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the Watershed Conservation Authority that the contract has been awarded, the Watershed Conservation Authority may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the contract may be awarded to the next lowest responsible bidder.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the Watershed Conservation Authority, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he/she will take in full payment therefore the prices stated in the proposal.

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work.

CONTRACTOR'S LICENSE DECLARATION

(Business and Professions Code Section 7028.15)

The undersigned declares that he or she is _____ of _____
the party making the foregoing Bid. (Hereinafter, the "Bidder".)

1. Bidder's Contractor's License Number is as follows: _____
2. The expiration date of Bidder's Contractor's License is _____
3. Bidder acknowledges that Section 7028.15 (e) of the Business and Professions Code provides as follows:

"Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void."

The undersigned declares under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2012, at _____
(insert city and state where signed)

Signature

Typed Name

Title

Name of Bidder

CERTIFICATION OF NON-DISCRIMINATION AND AFFIRMATIVE ACTION

As suppliers of goods or services to the Watershed Conservation Authority, the firm listed below certifies that it does not discriminate in its employment with regards to race, religion, sex, or national origin; that it is in compliance with all Federal, State and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principal of equal opportunity in employment; and that it will pursue an affirmative course of action as required by the affirmative action guidelines.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

Firm _____

Title of Officer Signing _____

Signature _____ Date _____

Please include any additional information available regarding equal opportunity programs now in effect with your company.

CHECKLIST OF PROPOSAL PACKET

ITEM DUE February 28, 2012 ON OR BEFORE 2:00 P.M.

- _____ 1. Completed and Signed Proposal Form Lump Sum Bid
- _____ 2. Completed Statement of Technical Ability and Experience
- _____ 3. Contractor's License Declaration
- _____ 4. Certificate of Non-discrimination and Affirmative Action
- _____ 5. Subcontractor Listing
- _____ 6. Bidder's Statement of Financial Responsibility

CHECKLIST OF AGREEMENT DOCUMENTS

UPON AWARD OF CONTRACT

The following items shall be returned as part of the Contract packet by the successful Bidder prior to issuance of a contract by the WCA.

- _____ 1. INSURANCE Contractor agrees to the Indemnification and Insurance Provisions (See Exhibit A)
- _____ 2. Proof of all required Permits and Licenses.
- _____ 3. Signed Contract Agreement or comments on Contract Agreement including following exhibits:
 - A. Time of Completion/Schedule
 - B. Schedule of Values

CONTRACT

THIS AGREEMENT, made and concluded in duplicate, this _____ day of _____, 2012, between the Watershed Conservation Authority thereof, Party of the First Part, and _____ Contractor, Party of the Second Part.

ARTICLE I - Witnesseth, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said Party of the First Part, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the said Party of the Second Part agrees with the said Party of the First Part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and special provisions to be furnished by said Party of the First Part, necessary to construct and complete in a good, workmanlike, and substantial manner, and to the satisfaction of the Watershed Conservation Authority, improvements in accordance with that certain document headed **"INSTALLATION OF UNDERGROUND ELECTRICAL LINE CONDUIT AND STRUCTURES"**.

Reference is also made to the Standard Specifications for Public Works Construction, 2009 Edition, and all supplements thereto, which specifications and Standard Specifications are hereby specifically referred to and by such references made a part hereof.

ARTICLE II - And the said Contractor agrees to receive and accept as full compensation for furnishing all materials and for doing all work contemplated the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Watershed Conservation Authority and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work and the whole thereof, in the manner, and according to the plans, the work and the whole thereof, in the manner, and according to the plans, specifications, and special provisions and the requirements of the Engineer under them, the prices set out in his proposal to the Board of Directors, a copy of which is attached hereto and made a part hereof. Said proposal being identified as UNIT PRICE SCHEDULE.

ARTICLE III - The said Party of the First Party hereby promises and agrees with said Contractor to employ, and does hereby employ the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV - Contractor shall assume the defense of and indemnify and save harmless the Watershed Conservation Authority and Agency's Board of Directors, officers, agents, and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from the motor vehicles in connection therewith, or the act, omission, operation, or conduct of the contract, irrespective of whether the act, omission, or conduct of the Contractor or Subcontractor is merely a condition, rather than a cause, of the claim, liability, loss, damage, or injury.

CONTRACT

CONTINUED

ARTICLE V - By signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workman'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.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

IN WITNESS THEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

WATERSHED CONSERVATION AUTHORITY,
PARTY OF THE FIRST PART

CONTRACTOR,
PARTY OF THE SECOND PART

GENERAL CONDITIONS

All work shall be accomplished in accordance with the 2009 Edition of the Standard Specifications for Public Work Construction and all supplements thereto, hereinafter referred to as Standard Specifications, Standard Construction Drawings and these Special Provisions.

A COURTESY JOB WALK Tuesday, February 21, 2012 at 9am will be held. Please contact Debbie Enos, project manager, at 626-815-1019 ext 112 if you have questions. Meet at access road driveway located between 303 and 263 San Fidel Avenue, La Puente, California 91746 and access job site via pedestrian tunnel under 605 Freeway. Please be prompt.

Examination of Plans, Specifications, Special Provisions and Site Work. The bidder is required to examine carefully the site of and the proposal, plans, specifications and contract forms for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, including all installations and utilities, whether underground, surface or overhead, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the specifications, and special provisions and the contract. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.

It is the responsibility of the contractor to construct this project in accordance with the plans and specifications. Please be advised that the project is located near the San Gabriel River. Rocky soil conditions may be encountered during the excavation phase of this project. The existence of rocks shall not be considered a changed condition and the contractor shall not be entitled to any additional compensation due to rocky soil conditions. Please be advised that a portion of the project is located within a Southern California Edison (SCE) easement and transmission corridor. The contractor shall not be entitled to any additional compensation associated with working within the SCE easement or for coordination if necessary with SCE. Also be advised that a portion of the project involves a CALTRANS point of connection power supply to a freeway control light located on WCA property but within a CALTRANS easement. The contractor shall not be entitled to any additional compensation associated with working within the CALTRANS for coordination, if necessary, with CALTRANS. Care must be taken not to compromise in any way the power supply or associated facility integrity of the CALTRANS electrical panel or power supply. Please be aware that there is operational irrigation lines located within the work area boundary that must be protected in place. The contractor shall not be entitled to any additional compensation associated with work near or around these irrigation lines. Any damage to existing systems must be repaired and restored to pre-condition and full working order at no additional cost to the owner.

Proposal Form. All proposals must be made upon the blank form included within this bidder's packet. All proposals, unless otherwise instructed, must give the unit prices proposed, and totals based on estimated quantities, and must be signed by the bidder, and his address shown. If the proposal is made by an individual, his name and post office address must be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership must be shown. If made by a corporation, the proposal must show the names of the state under the laws in which the corporation was chartered and the names, titles, and business addresses of the president, secretary and treasurer.

Rejection of Proposals Containing Alterations, Erasures or Irregularities. Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative proposals, incomplete proposals erasures, or irregularities of any kind.

Bidder's Guaranty. Not required for this project.

Award of Contract. The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements described.

The award, if made, will be made within thirty (30) days after the opening of the bids.

Execution of Contract. The contract in the form contained in the contract documents, shall be signed by the successful bidder and returned, together with the chosen and initialed certificate of insurance within ten (10) days, not including Sunday, or holidays, after mailing by the Watershed Conservation Authority Notice of Award of Contract to the successful bidder. No proposal shall be considered binding upon the Watershed Conservation Authority until the execution of the contract.

Failure to execute a contract and certificate of insurance as provided herein within ten (10) days, not including Sunday, or holidays, after mailing by the Watershed Conservation Authority of Notice of Award of Contract to the successful bidder, shall be just cause for the annulment of the award.

Insurance. The contractor shall furnish the Watershed Conservation Authority a policy or certificate of insurance for the required coverage and an endorsement in which the Watershed Conservation Authority is named as additional insured with the Contractor. Endorsement Form CG 2010, edition 1991 or earlier shall be submitted in addition to the Certificate of Liability Insurance (Accord 25-S). All terms and conditions of Sections 7-3 and 7-4 of the Standard Specifications shall apply.

Return of Bidder's Guarantees. N/A

Laws and Regulations. The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

Safety Standards and Accident Prevention. With respect to all work performed under this contract, the contractor shall:

Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, and the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596).

Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property. Maintain a first aid kit at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

Coordination of Contract Documents. The contract documents are intended to be cooperative and a requirement occurring in one shall be as binding as though occurring in all. Plans show locations and work areas; in case of ambiguities, the Special Provisions shall govern over both the plans and General Conditions.

Schedule of Work. The Contractor shall furnish the Watershed Conservation Authority with a schedule showing how s/he intends to carry out the work, including dates s/he starts various phases of the work. The Contractor will not be allowed to commence work on the project until the Watershed Conservation Authority has accepted a project schedule.

Utilities. It is the Contractor's responsibility to determine specific utility location. In the event any such utility should be disturbed or damaged, the Contractor shall notify the utility company and shall bear the cost of any repairs that have to be made. No compensation will be allowed for repairing of damage, incurred by the Contractor, to any utility line. Contractor shall notify Underground Service Alert at 1-800-422-4133 before commencing any underground work.

Utility Owner Identifications. Utility owners who may have facilities, which may affect the work, are as follows:

San Gabriel Valley Water Co.
1142 Garvey Ave
El Monte, CA 91733
(626) 448-6183

L.A. County Dept of Public Works
900 South Fremont Ave
Alhambra, CA 91803
(626) 458-5100 (M-TH, closed Fri)

Verizon
5010 N. Azusa Canyon Rd.
Irwindale, CA 91706
(626) 813-4521

Southern California Edison Co.
1440 S. California Street
Monrovia, CA 91016
Planner Shyanah d'Amico
909-394-2829

Underground Service Alert
(800) 422-4133

Southern California Gas Co.
1600 Corporate Center Drive
Monterey Park, CA 91754
(800) 427-2200

Department of Water and Power
111 North Hope Street
Los Angeles, CA 90012
(800) 499-4611

America West Landscape
Existing Irrigation Lines
15086 La Palma Dr.
Chino, CA 91710
(909) 393-6300

Prosecution, Progress and Acceptance of Work. Default by Contractor. Contractor's attention is directed to the provisions within the Standard Specifications regarding cancellation. Any lapse, even for a short term, in the Contractor's performance of this work in full compliance with the contract may result in cancellation of the contract.

Time and Completion. The Contractor shall complete all work within 25 working days after receipt of Notice to Proceed.

Responsibilities of the Contractor in Conduct of his Work:

Labor Discrimination. No discrimination shall be made in the employment of such persons upon public works because of race, color, or religion of such persons, and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of Chapter 1 of Part V II, Division 2 of the Labor Code, in accordance with the provisions of Section 1735 thereof.

Contractor's Responsibility for Work. Except as provided above, until the formal acceptance of the work by the Watershed Conservation Authority, the Contractor shall have the charge and care thereof, and shall bear the risk of injury or damage to any part thereof, by the action of the

elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by act of the Federal Government or public enemy.

Traffic and Access is amended by addition of the following:

The Contractor shall furnish all flagmen and guards, and supply and install all signs, lights, barricades, delineators, and other facilities which are necessary to expedite the passage of public traffic through or around the work or to prevent accidents or damage or injury because of the dangerous conditions to be encountered. All traffic controls shall be in conformance with the California Code and the Work Area Traffic Handbook.

Street closures shall not be allowed without the written permission of the Agency's designated representative, with concurrence of responsible jurisdiction.

Measure and Payment is modified by addition of the following paragraphs:

The Contractor agrees that the payment of the amount due under the contract, and the adjustment and payment of the amount due under the contract, and the adjustment and payment for any work done in accordance with all alterations of the same, shall release the Watershed Conservation Authority, and its agents from any and all claims or liability on account of work performed under the contract or any alterations thereof.

Progress Payments. The Contractor shall be entitled each month to a monthly progress payment in an amount equal to ninety percent (90%) of the estimated percentage of actual work satisfactorily completed. This payment on account shall in no way be considered as an acceptance of any part of the work or materials of the contract, nor shall it in anyway govern the final estimate.

Final Payment. After the completion of the contract, the inspector shall make a final inspection of the work done hereunder and, if entirely satisfactory and complete, the Watershed Conservation Authority may pay to the Contractor an amount which, when added to any payments previously made and deductions allowable to the Watershed Conservation Authority, will equal ninety-five percent (95%) of the contract price. Thereafter, the balance of the contract price remaining unpaid shall be paid 35 days after the recording of a Notice of Completion by the Watershed Conservation Authority. The payment of the final amount due under the contract and the adjustment and payment for any work done in accordance with any alterations of the same shall release the Watershed Conservation Authority from any and all claims on account of the work performed under the contract or any alterations thereof.

SPECIAL PROVISIONS

1. All work shall be accomplished in accordance with the 2009 Edition of the Standard Specifications for Public Works Construction and all supplements thereto, hereinafter referred to as Standard Specifications, and the contract plans and specifications.
2. **Safety Precautions and Programs.** The contractor is responsible for initiating, maintaining and supervising safety precautions and programs in connection with his work. The Contractor will take reasonable precautions for the safety of, and will provide all the protections equipment necessary to prevent damage, and injury or loss to:
 - All employees of Contractor performing work and all other persons who may be affected thereby;
 - All the work and all materials to be incorporated therein, whether stored on or off site;
 - Other property, at the site or adjacent thereto including trees, shrubs, grasses, walks, pavement, fencing, roadways, structures, and utilities not designated for removal, relocations or replacement in the course of construction.

The prime contractor shall be held responsible for the order and cleanliness of the construction site. Should one contractor or subcontractor follow another, he/she will take steps to not damage the others work.

3. The unit bids shall include all labor, equipment, material, taxes, permit fees, and incidentals to construct.

Unless otherwise specified, the plans and specifications are intended to include everything obviously requisite and necessary to the proper and entire finishing of all phases of work specified. Accordingly, all work shall be done under all headings in connection with the work to carry out the plans and specifications, whether each item is mentioned or not.

4. No guarantee is made for the quantities estimated under the bid item. The Watershed Conservation Authority reserves the right to reduce, omit or add to any portion of the work.
5. The contractor shall provide for a superintendent who shall remain on the project site at all times. The superintendent shall have full authority to act for the contractor in all matters concerning the contract.
6. Work shall be conducted only between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday.
7. The contractor shall daily remove or properly store in a manner acceptable to the Watershed Conservation Authority all excess materials left on the site as a result of his operations and clean the entire site to the satisfaction of the Watershed Conservation Authority designated representative.

Contractor shall receive permission from the Agency prior to stockpiling any materials onsite or within the public right-of-way. Under no circumstances shall the stockpiled materials impede vehicular or pedestrian traffic or cause an unsafe condition. Sufficient barricades, delineators, lights, etc., shall be used to warn traffic of said materials if necessary. No equipment or materials can be stored within the Utility's easement at any time.

8. The contractor shall be responsible for protecting from injury or damage all existing improvements, adjacent property, utility and other facilities, and trees and plants that are not to be removed. The contractor shall solely bear all costs associated with the repair or replacement of any item damaged by his operations.
9. The contractor shall be responsible for any and all traffic controls required for this project. Controls shall be constructed in accordance with the Work Area Traffic Control Handbook, 2009 Edition.
10. The contractor shall be responsible for protecting the new improvements from damage. Protection may include installation of barricades, delineators, steel plates or any other item necessary to protect the work. The Watershed Conservation Authority shall not make final acceptance of the project until all improvements are free of all graffiti, markings, or any other blemish determined undesirable. All repairs/replacement shall be corrected to the satisfaction of the Watershed Conservation Authority. This work shall be accomplished at no additional cost to the Agency.
11. The contractor hereby guarantees that the entire work constructed by him under this contract will meet fully all requirements thereof as to quality of workmanship and of materials furnished by him.

The contractor hereby agrees to:

- a. perform at his own expense, any repairs or replacements made necessary by defects in materials or workmanship supplied by him that become evident within one (1) year after Notice of Completion of the work by the Watershed Conservation Authority; and
- b. completely restore any defective materials or workmanship that are found to be deficient with respect to any provisions of the specifications.

The contractor also agrees to hold the Watershed Conservation Authority harmless from any claims of any kind arising from damage due to said defective materials or workmanship. The contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Agency's designated representative. If the contractor fails to make the repairs and replacements promptly, the Agency may do the work and the contractor and his surety shall be liable to the Agency for the cost thereof.

12. Contractor shall comply with any and all directives issued by the Agency's designated representative in order to prevent dust or other material from becoming a nuisance or annoyance.
13. The contractor shall keep all adjacent streets and haul routes clean of dirt and debris originating from the construction site or resulting from the project work.
14. The contractor shall implement all applicable Best Management Practices (BMPs) to prevent pollution from entering catch basins, storm drains and the sewer system. No construction waste material - including plaster, cement, paint, fuels, oils, bitumen, calcium chloride, mud or any other type of debris, shall be disposed of in the street, gutter, or storm drain facilities. Waste materials shall be immediately removed from the job site and disposed of in accordance with all county, state and federal regulations.

15. Should the contractor require access to an existing fire hydrant, the contractor shall secure a permit and meter from San Gabriel Valley Water Co., 1142 Garvey Ave, El Monte, CA 91733 (626) 448-6183.
16. The contractor shall comply with all air pollution control rules, regulations, ordinances and statutes.
17. All approaches to private driveways and intersecting roads and streets shall be kept open to traffic at all times unless otherwise approved by the Watershed Conservation Authority's designated representative and with concurrence of responsible jurisdiction.
18. Any roadway striping or raised pavement markers damaged, stained, or removed during the operations of this contract shall be matched and replaced by the applicant.
19. The Contractor shall be responsible for maintaining a safe site at all times. At no time shall open trenching in publically accessible or hazardous areas be left unattended; the contractor is required to mark, secure and/or cover any open trenching or other hazardous site condition as necessary to maintain a safe site condition.
20. The contractor shall be responsible for constructing improvements per plans and in a manner that ensures the structural integrity of SCE and CALTRANS property and improvements including existing power poles, structures and panels. Power shall be maintained at all times to Caltrans 605 freeway onramp control signal. Any damage shall be repaired or replaced by the Contractor at their sole cost.
21. Contractor shall restore planting area disturbed during installation by prepping soil with amendments and planting area with approved seed mix specification provided as an attachment to this bidder's package and/or pre-approved by the Watershed Conservation Authority. Refer to L-001, LS-203, LS204.
22. Contractor shall be responsible for returning/restoring planting area disturbed during installation and construction activities by prepping soil with amendments and planting area with approved seed mix as specified in an attachment to this bidder's package and/or pre-approved by the Watershed Conservation Authority.
23. Contractor as part of construction shall install all conduit and structures as noted on drawing sheets 1 and 2 to a depth adjusted from existing grade conditions to that of future final finish grade. Refer to supplemental civil drawings C-304, C-305. It is responsibility of contractor to verify and coordinate to achieve, as required, minimum cover requirements at future finish grades at no additional cost to the Agency.