

THE WATERSHED CONSERVATION AUTHORITY

GENERAL SPECIFICATIONS

FOR

SUPPLEMENT ENVIRONMENTAL PROJECT

DUCK FARM PHASE 1A – STEP1

PROJECT LOCATION:

**Adjacent to
12936 VALLEY BLVD
LA PUENTE, CA 91746**

Project #3609-01-10

Prepared by

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

Contacts
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WCA Project Manager

YunSoo Kim and Kathleen McQuiggan
AECOM

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 10:00 a.m. on September 16, 2010.

A MANDATORY JOB WALK will be held on Wednesday September 8, 2010, 10:00 a.m., at the project location – “Duck Farm” maintenance building west of 605 Freeway and south of Valley Blvd. Meet at east entrance gate located between 263 and 303 San Fidel Avenue, La Puente, California 91746.

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ATTACHMENTS:

GEOTECHNICAL INVESTIGATION

FINAL INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION

TECHNICAL SPECIFICATIONS

(NOTE: AIA SPECIFICATIONS INCLUDED AS ATTACHMENT FOR REFERENCE ONLY; 2009 EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SHALL BE UTILIZED ON THIS PROJECT AND ISSUED BY ADDENDUM PRIOR TO BID SUBMITTAL)

260533 RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

260553 IDENTIFICATION FOR ELECTRICAL SYSTEMS

311000 SITE CLEARING

312000 EARTH MOVING

321313 CONCRETE PAVING

321314 DECOMPOSED GRANITE

328400 PLANTING IRRIGATION

329201 GRASSES AND WILDFLOWERS

329300 PLANTS

334100 STORM UTILITY DRAINAGE PIPING

WATERSHED CONSERVATION AUTHORITY

NOTICE TO CONTRACTORS

Sealed proposals for:

SUPPLEMENTAL ENVIRONMENTAL PROJECT - DUCK FARM PHASE 1A – STEP 1

will be received at the office of the Watershed Conservation Authority, “El Encanto” 100 N. Old San Gabriel Canyon Road, Azusa, California 91702 until September 16, 2010 at 10:00 a.m. At 10:05 a.m. on September 16, 2010, the bids will be publicly opened and read aloud.

A MANDATORY JOB WALK will be held on Wednesday September 8, 2010, 10:00 a.m., at the project location – “Duck Farm” maintenance building west of 605 Freeway and south of Valley Blvd. Meet at east entrance gate located between 263 and 303 San Fidel Avenue, La Puente, California 91746.

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.

Each bid must be accompanied by cash, certified or cashier’s check, or bidders bond made payable to the Watershed Conservation Authority for an amount equal to at least ten percent (10%) of the amount bid, such guaranty to be forfeited should the bidder to whom the contract is awarded fail to enter into the contract. 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: August 24, 2010

Belinda V. Faustinos
Executive Officer

Publish: San Gabriel Valley Tribune

Thursday, August 26, 2010 and
Thursday, September 2, 2010

PROPOSAL FOR: SUPPLEMENTAL ENVIRONMENTAL PROJECT
DUCK FARM PHASE 1A – STEP 1

TO THE WATERSHED CONSERVATION AUTHORITY:

The undersigned, ad bidder, declares that he has carefully examined the location of the proposed work and reviewed both the construction plans and technical specifications, that he has examined the Special Provisions and read the accompanying instructions to bidders, including additive work, 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. **It is required that the contractor provide unit and material prices set forth in the attached bid worksheet. All empty fields in the attached worksheet must be filled out legibly and totals must be transferred to the summary sheet below. Bidders must return both summary sheet and worksheet.** Bids with missing worksheets or missing numbers may be rejected. The listed work tasks should not be construed to represent a complete list of all work to be performed in this proposal. Refer to construction plans 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:

Base Bid: All proposed demolition and improvements within project limits excluding Alternates 1 - 4 shown below and as noted on plan documents

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
A.	Mobilization, Demolition And Work Area Preparation	See Worksheet	See Worksheet	_____
B.	Grading	See Worksheet	See Worksheet	_____
C.	Construction and Installation (hardscape items) (Inclusive and Installed)	See Worksheet	See Worksheet	_____
D.	Pathway Construction (Inclusive and Installed)	See Worksheet	See Worksheet	_____
E.	Irrigation (Inclusive and Installed)	See Worksheet	See Worksheet	_____
F.	Planting (Inclusive and Installed)	See Worksheet	See Worksheet	_____
G.	Electrical (Inclusive and Installed)	See Worksheet	See Worksheet	_____

TOTAL BASE BID:

PROPOSAL FOR: DUCK FARM PHASE 1A – STEP 1 (continued)
ALTERNATE BID ITEMS:

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
	<u>DEDUCT Alternate 1:</u> Irrigation water line and electrical line point of connections to existing well. (See I-101 through I-110)	L.S.	L.S.	_____

	<u>ADD Alternate 2:</u> Irrigation water line point of connection to existing 6” water supply line. (See I-101 through I-110)	L.S.	L.S.	_____
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	<u>ADD Alternate 3:</u> Removal of electrical lines and poles removal (E-105)	L.S.	L.S.	_____
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ADD Alternate 4: All proposed demolition and improvements within SCE fee owned property within the project limit of work

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
A.	Mobilization, Demolition And Work Area Preparation	See Worksheet	See Worksheet	_____
B.	Grading	See Worksheet	See Worksheet	_____
C.	Construction and Installation (hardscape items/other) (Inclusive and Installed)	See Worksheet	See Worksheet	_____
D.	Pathway Construction (Inclusive and Installed)	See Worksheet	See Worksheet	_____
E.	Irrigation (Inclusive and Installed)	See Worksheet	See Worksheet	_____
F.	Planting (Inclusive and Installed)	See Worksheet	See Worksheet	_____
G.	Electrical (Inclusive and Installed)	See Worksheet	See Worksheet	_____

TOTAL ADD ALT 4 BID:

PROPOSAL FOR: DUCK FARM PHASE 1A – STEP 1 (continued)

Accompanying this proposal is _____ (insert type of financial instrument) "\$_____cash," "Cashier's Check", "Certified Check", or "Bidders Bond", as the case may be in the amount equal to at least ten percent (10%) of the total base bid.

The undersigned further agrees that in case of default in executing the required contract, with necessary bond, within ten (10) days, not including Sundays and legal holidays, after having received notice that the contract has been awarded and is ready for signature, the proceeds of the security accompanying his bid shall become the property of the Watershed Conservation Authority, and this proposal and the acceptance thereof may be considered null and void.

ADDENDA - This Proposal is submitted with respect to the changes to the contract included in addenda number/s _____ (*Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.*)

Signature of Bidder _____

If an individual, so state; if a firm or co-partnership, state the firm name and give the names of all individual co-partners composing the firm. If a corporation, state legal name of corporation, also names of president, secretary, treasurer, and manager thereof.

Print Name

Title

Name of Bidder

Business Address

Telephone Number

Dated _____, 2010

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 of the Base Bid without consideration of the price on the alternate bid item(s).

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Department's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is 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 and furnish the two (2) bonds in the sums required by the State Contract Act, with surety satisfactory to the Watershed Conservation Authority, 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 forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the Watershed Conservation Authority.

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 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:

"A licensed contractor shall not submit a bid to a public agency unless his or her contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that the representations therein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, shall be considered non-responsive and shall be rejected by the public agency."

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

Executed on _____, 2010, 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 principle 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.

BIDDERS BOND

**TO ACCOMPANY CONTRACT PROPOSAL FOR
DUCK FARM PHASE 1A – STEP 1**

KNOW ALL MEN BY THESE PRESENTS:

That we _____, as principal, and _____, as surety, are held and firmly bound unto the Watershed Conservation Authority in the sum of Ten Percent (10%) of the total amount of the bid of the principal, to be paid to the said Agency or its certain attorney, its successors and assigns, for which payment will and truly to be make, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

In no case, shall the liability of the surety hereunder exceed the sum of \$_____.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the principal has submitted the above-mentioned bid to the Watershed Conservation Authority for certain construction specifically described as **DUCK FARM PHASE 1A – STEP 1** which bids are to be opened in the office of the Watershed Conservation Authority, in the City of Azusa, California, on September 16, 2010.

NOW THEREFORE, if the aforesaid principal is awarded the contract, and within the item and manner required under the specifications, after prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files the two bonds with the Watershed Conservation Authority, one to guarantee faithful performance and the other to guarantee payments for labor and materials, as required by law, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

In the event suit is brought upon this bond by the obligee and judgment is recovered, the surety shall pay all costs incurred by the obligee in such suit, including a reasonable attorney's fee to be fixed by court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, A.D. 2010.

(Seal)
(Seal)
(Seal)
(Seal)

Principle

(Seal)
Surety

(Seal)
(Seal)

Address

Note: Signature of those executing for the surety must be properly acknowledged.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Watershed Conservation Authority, County of Los Angeles, State of California, has entered into an Agreement with _____ hereinafter designated as the "Principal", for constructing DUCK FARM PHASE 1A –STEP 1 and,

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract;

NOW, THEREFORE, we the Principal, and _____

as Surety, are held and firmly bound unto the Watershed Conservation Authority in the penal sum of _____ Dollars (\$_____), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that is said Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning: shall guarantee all work required under the said contract against faulty materials or poor workmanship during the construction period and for one year after the date of completion of said contract; and shall indemnify and save harmless the Watershed Conservation Authority, its officers and agents as therein stipulated then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the Surety, for value received, hereby stipulates and agrees that, no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond and it does hereby waive notice of any such change, extensions of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this _____ day of _____, 2010, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

By: _____

By: _____

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the Watershed Conservation Authority, County of Los Angeles, State of California, has awarded to

hereinafter designated as the "Principal", a contract for **DUCK FARM PHASE 1A – STEP 1.**

WHEREAS, said Principal is required to furnish a bond in connection with said contract, providing that if said Principal, materials, provisions, provender or other supplies or terms used, in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth;

NOW, THEREFORE, we the Principal and _____, as Surety, are held firmly bound unto the Watershed Conservation Authority, in the penal sum of _____ (\$_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender or other supplies, or teams used in upon or about the performance of work contracted to be done or for any labor thereon of any kind, as required by the provisions of an act of the Legislature of the State of California entitled "An act to secure the payment of claims or persons who furnish materials, supplies, teams, implements, or machinery used or consumed by such contractors in the performance of such work, and prescribing the duties of certain officers with respect thereto", approved May 10, 1919, as amended, and provided that the persons, companies, or corporations so furnishing said materials, provisions, provender, or other supplies, teams, appliances or power used in, upon, for or about the performance of the work contracted to be executed or performed, or any person, company or corporation renting or hiring teams or implements or machinery or power for or contributing to said work to be done, or any person who performs work or labor upon the same or nay person who supplies both work and materials therefor, shall have complied with the provisions of said Act, then said Surety will pay the same in or to an amount not exceeding the amount here-in-above set forth, and also pay, in case suit is brought upon this bond, such reasonable attorney's fee as shall be fixed by the Court, awarded and taxed as in the above mentioned statute provided.

This bond shall insure to the benefit of any and all persons, companies, and corporations entitled to file claims under said Act, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

LABOR AND MATERIAL BOND
CONTINUED

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their seals this _____ day of _____, 2010, the name and corporate seal of each corporate party being affixed hereto, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

Surety

By: _____

CONTRACT

THIS AGREEMENT, made and concluded in duplicate, this _____ day of _____, 2010, 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 "**DUCK FARM PHASE 1 A – STEP 1**".

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.

THE WATERSHED CONSERVATION
AUTHORITY
PARTY OF THE FIRST PART

ATTEST:

WCA Chair

APPROVED AS TO FORM:

WCA Attorney

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 MANDATORY JOB WALK will be held on Wednesday September 8, 2010, 10:00 a.m., at the project location – “Duck Farm” maintenance building west of 605 Freeway and south of Valley Blvd. Meet at east entrance gate located between 263 and 303 San Fidel Avenue, La Puente, California 91746.

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 adjacent to 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 as defined in the Standard Specifications. The contractor shall not be entitled to any additional compensation due to rocky soil conditions. Please be advised that the project is located within Southern California Edison (SCE) transmission corridor and may require close coordination with planned work within their easement and on-going operations, as well as, work completed on SCE fee owned property if Bid Alternate 1 is exercised. The contractor shall not be entitled to any additional compensation associated with working within the SCE easement or for coordination with SCE.

Proposal Form. All proposals must be made upon blank forms included with this bidder's packet. All proposals 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. All proposals shall be presented under sealed cover, and shall be accompanied by cash, cashier's check or certified check payable to, or bidder's bond in favor of, the Watershed Conservation Authority in an amount equal to at least ten percent (10%) of the amount of said proposal, and no proposal shall be considered unless such cash, cashier's check, certified check, or bidder's bond is enclosed therewith.

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.

All bids will be compared on the basis of the Engineer's estimate of quantities of work to be done.

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 contract bonds and 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 file acceptable bonds 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 and forfeiture of the proposal guaranty.

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. Proposal guarantees will be held until the contract has been finally executed, after which they will be returned to the respective bidders whose proposals they accompany.

If the bidder to whom award is made fails to enter into the contract as herein provided, the award will be annulled, and an award may be made to the next lowest responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the party to whom the first award was made.

The Notice to Bidders, Proposal, Bonds, Instructions to Bidders, General Provisions and Specifications, shall be deemed incorporated in the contract by reference. A corporation to which an award is made will be required, before the contract is finally executed, to furnish evidence of its corporate existence and evidence that the officer signing the contract and bonds for the corporation is duly authorized to do so.

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 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
(800) 655-4555

Underground Service Alert
(800) 422-4133

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

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 98 working days after receipt of Notice to Proceed and in such a manner to ensure germination and establishment of native plant seeding. This time does not include one (1) year establishment and maintenance period. All construction to be completed no later than April 1, 2011

Liquidated Damages. The last sentence of the first paragraph of Section 6-9 of the SSPWC is changed to read: "For each consecutive calendar day in excess of the time specified for the completion of the Work, as adjusted in accordance with 6-6, the Contractor shall pay to the Agency, or have from monies due it, the sum of \$400.00."

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 VII, 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 bare 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 control 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 thereunder 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. 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 bid shall include all labor, equipment, material, taxes, permit fees, and incidentals to construct each item complete in place.

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 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 within the public right-of-way. Under no circumstances shall the stockpiled materials impede vehicular or pedestrian traffic. Sufficient barricades, delineators, lights, etc., shall be used to warn traffic of said materials.

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.

This guarantee shall be secured by the Faithful Performance Bond furnished under the contract and said bond shall remain in force and effect until the expiration of said one year period. However, instead of maintaining the bond as described above, the contractor may at his option, provide for a surety in the amount of ten percent (10%) of the final contract price or one thousand dollars (\$1,000.00), whichever is greater.

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 a 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. Contractor shall be aware that a water source for the site is in the process of being secured and therefore water for the purposes of constructing the project (including dust control, grow/kill operations, etc.) may need to be supplied to site by means of water trucks or other means methods. If water source has not been secured by time of start of construction and water is required by contractor written notice will be provided to Watershed Conservation Authority at least five (5) working days prior need and a change order or other method to provide water shall be negotiated with contractor and or implemented by Watershed Conservation Authority to provide necessary water.