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CITY COUNCIL MEETING

FEBRUARY 16, 1983

PLANS AND  
SPECIFICATIONS  
FOR SALAS PARK  
CONCESSION STAND  
CONCRETE FLATWORK  
APPROVED

COUNCIL APPROVED THE PLANS AND SPECIFICATIONS FOR "SALAS PARK CONCESSION STAND CONCRETE FLATWORK" AND AUTHORIZED THE CITY CLERK TO ADVERTISE FOR BIDS THEREON.

In general, the work under this project consists of the installation of concrete aprons and walkways around the concession stand and to the park fence (approximately 12,000 SF). The total cost of this project is estimated at \$24,000.

LP



# CITY OF LODI

PUBLIC WORKS DEPARTMENT

## COUNCIL COMMUNICATION

**TO:** City Council

**FROM:** City Manager

**DATE:** February 10, 1983

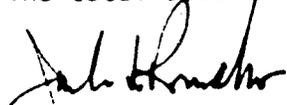
**SUBJECT:** Plans and Specifications for Salas Park Concession Stand  
Concrete Flatwork

**RECOMMENDED ACTION:** That the City Council approve the plans and specifications for "Salas Park Concession Stand Concrete Flatwork," and authorize the City Clerk to advertise for bids to be received Wednesday, March 9, 1983.

**BACKGROUND INFORMATION:** The construction of the Salas Park Concession Stand is part of the overall Salas Park Improvements included in the 1976 and 1980 California Park Bond Grants.

In general, the work under this project consists of the installation of concrete aprons and walkways around the concession stand and to the park fence.  
(Approximately 12,000 SF)

The total cost of this portion of the project is estimated at \$24,000.

  
Jack L Ronsko  
Public Works Director

JLR/JP/ns

cc: Parks & Recreation Director

APPROVED:

HENRY A. GLAVES, City Manager

FILE NO.



PLANS AND SPECIFICATIONS  
FOR  
SALAS PARK CONCESSION STAND  
Concrete Flatwork

**CITY OF LODI**  
**DEPARTMENT OF PUBLIC WORKS**

C I T Y O F L O D I

PUBLIC WORKS DEPARTMENT

PLANS AND SPECIFICATIONS

FOR

SALAS PARK CONCESSION STAND

Concrete Flatwork

FEBRUARY 1983

SET NO. \_\_\_\_\_

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FOR  
SPECIFICATIONS

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SALAS PARK CONCESSION STAND  
Concrete Flatwork

CITY OF LODI, CALIFORNIA

Sealed proposals will be received by the Purchasing Agent in his office, City Hall, P.O. Box 320 (221 W. Pine Street), Lodi, CA 95241-0320 until 11:00 A.M. on Wednesday, March 9, 1993, at which time they will be publicly opened and read for performing the following described work.

The work consists of installing approximately 12,000 SF of concrete flatwork including walks, ramps and steps on existing prepared subgrade, and other incidental and related work, all as shown on the plans and specifications for the "SALAS PARK CONCESSION STAND, Concrete Flatwork."

The work to be performed shall be completed within 30 calendar days after both parties have signed the contract, and the Contractor shall begin work within ten (10) days after the contract date. The work to be performed under Phase II shall be completed within 30 calendar days after the Contractor is notified to proceed.

In accordance with the provisions of Section 1770 to 1778 of the Labor Code of the State of California, the City of Lodi has ascertained that the general rate of per diem wages and wage rate for holidays and overtime applicable to the locality in which the work is to be done are as set forth in Resolution No. 4222 of the City of Lodi, copies of which are on file in the office of the City Clerk.

The City of Lodi hereby notifies all bidders that it will affirmatively insure that, in any contract entered into pursuant to this advertisement, minority 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, sex or national origin in consideration for an award.

For any moneys earned by the Contractor and withheld by the City of Lodi to ensure the performance of the contract, the Contractor may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Chapter 13 (commencing with Section 4590), Division 5, Title 1 of the Government Code of the State of California.

The Contract Documents are available at the office of the City Engineer, City Hall, P.O. Box 320 (221 W. Pine Street), Lodi, CA 95241-0320, telephone (209) 334-5634, Ext. 212.

No bid will be considered unless it is submitted on a proposal form furnished by the City of Lodi.

The City Council reserves the right to reject any or all bids and to waive any irregularity in the completion of such forms.

By Order of the City Council

ALICE M. REIMCHE  
City Clerk

2.100 BID OPENING

The Purchasing Agent will receive sealed bids in his office, Room 104, City Hall, P.O. Box 320 (221 West Pine Street), Lodi, California, 95241, until the time for opening bids as noted in the "Notice Inviting Bids." Bidders or their authorized agents are invited to be present.

The Proposal shall be submitted as directed in the "Notice Inviting Bids" under sealed cover plainly marked as a proposal, and identifying the project to which the proposal relates and the date of the bid opening therefor. Proposals which are not properly marked may be disregarded.

2.200 EXAMINATION OF CONTRACT DOCUMENTS AND SITE OF WORK

The Bidder is required to examine carefully the site, Information to Bidders, Bid Proposal, Contract, General Provisions, Special Provisions and the plans for the work contemplated, and it will be assumed that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished and as to the requirements of the General Provisions, the Special Provisions and the Contract. It is mutually agreed that submission of a bid proposal shall be considered prima facie evidence that the bidder has made such examination.

2.300 REGISTRATION OF CONTRACTORS

Before submitting bids, contractors shall be licensed in California in accordance with the provisions of Chapter 9 of Division III of the Business and Professions Code.

2.400 PROPOSAL FORM

All proposals must be made on the forms provided with this set of specifications. All proposals must be signed by the Bidder, and other appropriate information provided.

2.500 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 bids, incomplete bids, erasures or irregularities of any kind.

The right is reserved to reject any and all proposals.

## 2.600 BIDDER'S GUARANTEE

All bids shall be presented under sealed cover and shall be accompanied by cash, cashier's check, certified check, or bidder's bond, made payable to the City of Lodi, for an amount equal to at least ten percent (10%) of the amount of said bid, and no bid shall be considered unless such cash, cashier's check, certified check or bidder's bond is enclosed therewith.

All bidder's guarantees will be returned to the respective bidders after the contract has been awarded, except for those bid guarantees of bidders who may be given further consideration if the low bidder does not elect to execute the contract. After the award, if the Contractor awarded the bid does not execute the contract, he will forfeit his bidder's guarantee. All bidder guarantees of unsuccessful bidders will be returned upon receiving the executed contract.

## 2.700 DESIGNATION OF THE SUBCONTRACTOR

Any subcontractor doing work in excess of one-half of one percent ( $\frac{1}{2}\%$ ) of the total contract price shall be designated on the form provided in accordance with Section 4100, et. seq., of the Government Code.

## 2.800 AWARD OF CONTRACT

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

Where alternate bids are received, the City Council reserves the right to select the bid most advantageous to the City. 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.

## 2.900 EXECUTION OF CONTRACT

The contract shall be signed by the successful Bidder and returned, together with the contract bonds, within ten (10) days, not including Sundays, after the Bidder has received notice that the contract has been awarded. No proposal shall be considered binding upon the City until the execution of the contract.

Failure to execute a contract and file acceptable bonds as provided herein within ten (10) days, not including Sundays, after the Bidder has received notice that the contract has been awarded shall be just cause for the annulment of the award and the forfeiture of the proposal deposit.

## 2.1000 CONTRACT BONDS

The Contractor shall furnish two good and sufficient bonds:

1. A faithful performance bond in the amount of one hundred percent (100%) of the contract price; and
2. A labor and materials bond in the amount of fifty percent (50%) of the contract price.

These bonds will be required at the time the signed contract is returned to the City.

## 2.1100 NOTIFICATION OF SURETY COMPANIES

The surety companies shall familiarize themselves with all the provisions and conditions of the contract. It is understood and agreed that they waive the right of special notification of any modifications or alterations, omissions or reductions, extra or additional work, extensions of time or any other act or acts by the City of Lodi or its authorized agents under the terms of the contract; and failure to so notify the surety companies of such changes shall in no way relieve the surety or sureties of their obligations under this contract.

## 2.1200 INSURANCE CERTIFICATE

The Contractor shall furnish a certificate of insurance to the City of Lodi in accordance with Section 5.413, "Public Liability and Property Damage Insurance", and Section 5.414, "Compensation Insurance", of the General Provisions at the time the signed contract is returned to the City.

## 2.1300 WORKMEN'S COMPENSATION INSURANCE

The Contractor shall carry full Workmen's Compensation Insurance coverage for all persons employed in carrying out the work, including subcontractor's employees, under this contract in accordance with the "Workmen's Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any acts amendatory thereof.

SALAS PARK CONCESSION STAND  
Concrete Flatwork

CITY OF LODI, CALIFORNIA

Date: February 8, 1983

To the Lodi City Council  
Lodi City Hall  
221 West Pine Street  
P.O. Box 320  
Lodi, CA 95241

The undersigned declares that he has carefully examined the site, Information to Bidders, Contract, General Provisions, Special Provisions and the Plans for the construction of various items required for the above-named project and submits this schedule of prices for the items of his bid.

If awarded the Contract, the undersigned agrees to furnish all labor, material and equipment necessary to complete the said work for this project, excepting those items supplied by the City of Lodi, in strict accordance with the Plans, Information to Bidders, General Provisions, Special Provisions and Contract form adopted for the same and the requirements under them of the Engineer, and that he will take in full payment therefor the following unit and total prices, to-wit:

Perform the work necessary to install approximately 12,000 SF of concrete flatwork including walks, ramps and steps on existing prepared subgrade and other incidental and related work, all as shown on the plans and specifications for "SALAS PARK CONCESSION STAND, Concrete Flatwork."

BID ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY.	UNIT PRICE	TOTAL PRICE
1.	Concrete Flatwork (Phase I)		LS	\$ _____	\$ _____
2.	Concrete Walkway (Phase II)	3,620	SF	\$ _____	\$ _____
TOTAL PRICE				\$ _____	

The undersigned agrees that if this Bid Proposal is accepted, at the time of the signing of the contract he will furnish and deliver two good and sufficient bonds: one in the amount of 100 percent of the contract price for faithful performance of all the terms and covenants and conditions of the contract; the other in the amount of 50 percent of the contract price to guarantee the payment for labor and materials used in performing the work embraced under this contract.

All bidder's guarantees will be returned to the respective bidders after the contract has been awarded, except for those bid guarantees of bidders who may be given further consideration if the low bidder does not elect to execute the contract. After the award, if the Contractor awarded the bid does not execute the contract, he will forfeit his bidder's guarantee. All bidder guarantees of unsuccessful bidders will be returned upon receiving the executed contract. Accompanying this Bid Proposal is (insert the words "Cash," "Certified Check," "Cashier's Check," or "Bidder's Bond," as the case may be) payable to the City of Lodi in the amount equal to at least ten percent (10%) of the total bid, which is to be deposited with the City of Lodi as required.

The undersigned further agrees that in case of default in executing the required contract, together with the necessary bonds, within ten (10) days, not including Sundays, after receiving the contract for signature, the proceeds of the deposit accompanying his bid shall become the property of the City of Lodi, California, and this Bid Proposal and the acceptance thereof may be considered null and void. However, if the undersigned shall execute the contract and furnish the bonds required within the time aforesaid, the deposit shall be returned forthwith.

It is understood that no verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations of this Bid Proposal.

It is understood that the City will not be responsible for any errors or omissions on the part of the undersigned in making up his bid, nor will bidders be released on account of errors.

The undersigned declares that the only person or persons interested in this proposal as principal or principals is or are the undersigned, and that no person other than the undersigned has any interest in this Bid Proposal or in the contract proposed to be taken; that this proposal is made without any connection with any other person or persons making a bid or proposal for the same purpose; that the proposal is in all respects fair and in good faith and without collusion or fraud; that no City Officer, either elected or appointed, and no City Employee is, shall be or become directly or indirectly interested as principal or principals in this Bid Proposal or in the contract proposed to be made, or in the supplies, work or business to which it relates or in any portions of the profits thereof.

The following information is furnished relative to each subcontractor who will perform work or labor or render services to the undersigned in and about the construction of the project in an amount in excess of one-half of one percent ( $\frac{1}{2}\%$ ) of the total amount of this bid. The undersigned agrees that any portions of the work in excess of one-half of one percent ( $\frac{1}{2}\%$ ) of the total amount of this bid and for which no subcontractor is designated herein, will be performed by the undersigned.

Name of Subcontractor	Address	Description of Work
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The Undersigned is licensed in accordance with the laws of the State of California, License No. \_\_\_\_\_.

Bidder \_\_\_\_\_

Dated: \_\_\_\_\_, 19\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

TYPE OF ORGANIZATION  
Individual, Partnership or Corporation

(Affix corporate seal if Corporation)

Address \_\_\_\_\_

( )  
Telephone Number \_\_\_\_\_

SALAS PARK CONCESSION STAND  
Concrete Flatwork

CITY OF LODI, CALIFORNIA

THIS CONTRACT made on by and between the City of Lodi, State of California, herein referred to as the "City," and , herein referred to as the "Contractor."

W I T N E S S E T H:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids  
Information to Bidders  
General Provisions  
Special Provisions  
Bid Proposal  
Contract  
Contract Bonds  
Plans

The January, 1981 Edition  
Standard Specifications,  
State of California  
Business and Transportation  
Agency  
Department of Transportation

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, and Contractor agrees with the City, at his own cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of 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 City, 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 and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to install approximately 12,000 SF of concrete flatwork including walks, ramps and steps on existing prepared subgrade and other incidental and related work, all as shown on the plans and specifications for "SALAS PARK CONCESSION STAND, Concrete Flatwork."

BID ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY.	UNIT PRICE	TOTAL PRICE
1.	Concrete Flatwork (Phase I)	LS		\$ _____	\$ _____
2.	Concrete Walkway  (Phase II)	SF	3,620	\$ _____	\$ _____
			TOTAL PRICE	\$ _____	

ARTICLE IV - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workmen'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 V - 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 Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VI - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VII - The Contractor agrees to commence work pursuant to this contract within ten (10) calendar days from the date of execution hereof, and to diligently prosecute the same to completion within 30 calendar days from the date of execution of this contract.

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

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Title

CITY OF LODI

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_

City Clerk

SECTION 5  
GENERAL PROVISIONS

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5.100 SCOPE OF WORK

5.101 Work to be Done The work to be done consists of furnishing all labor, materials, methods and processes, implements, tools, and machinery, except as otherwise specified, which are necessary and required to construct and complete the work designated in these specifications and improvement plans, and to leave the grounds in a neat condition.

5.102 Alterations By mutual consent in writing of the parties signatory to the contract, alterations or deviations, increases or decreases, additions or omissions, in the plans and specifications, may be made and the same shall in no way affect or make void the contract.

The City of Lodi reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work as may be deemed necessary or expedient by the City Engineer.

5.103 Extra Work New and unforeseen work will be classed as extra work when such work cannot be covered by any of the various items for which there is a contract bid price.

The Contractor shall do no extra work except upon a written change order from the City Engineer. For such extra work the Contractor shall receive payment as previously agreed upon in the change order or as provided in Section 5.603, "Extra Work" of these General Provisions.

5.104 Cleaning Up The Contractor shall not allow the site of the work to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction period. The Engineer shall have the right to determine what is or is not waste material or rubbish and the place and manner of disposal.

The Contractor shall remove and dispose of all trees designated by the City Engineer as obstructions to the proper completion of the work.

Upon completion and before making application for final acceptance of the work, the Contractor shall clean the street or road, borrow pits, and all ground occupied by him in connection with the work of all rubbish, excess materials, temporary structures, and equipment; and all parts of the work shall be left in a neat and presentable condition, acceptable to the Engineer.

5.200 CONTROL OF WORK

5.201 Authority of the City Engineer The City Engineer shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all questions which arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to claims and compensation.

The City Engineer's decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

5.202 Plans All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made of any plan or drawing after the same has been approved by the City Engineer, except by direction of the City Engineer.

The contract plans shall be supplemented by such working drawings prepared by the Contractor as are necessary to adequately control the work. These plans shall be approved by the City Engineer before any work involving these plans shall be performed. No change shall be made by the Contractor in any working drawing after it has been approved by the Engineer.

Full compensation for furnishing all working drawings shall be considered as included in the prices paid for the contract items of work to which such drawings relate and no additional compensation will be allowed therefor.

It is mutually agreed, however, that approval by the City Engineer of the Contractor's working plans does not relieve the Contractor of any responsibility for accuracy of dimensions and details, and that the Contractor shall be responsible for agreement and conformity of his working plans with the approved plans and specifications.

5.203 Conformity with Contract Documents and Allowable Deviations Work and materials shall conform to the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on the plans or indicated in the specifications.

Deviations from the approved plans, as may be required by the urgencies of construction, will be determined in all cases by the City Engineer and authorized in writing.

5.204 Coordination of Plans and Specifications

The plans and specifications including all supplementary documents are essential parts of the contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be cooperative, to describe, and to provide for a complete work.

Plans shall govern over Special Provisions. Special Provisions shall govern over General Provisions. General Provisions shall govern over Standard Specifications and Standard Plans.

5.205 Interpretation of Plans and Specifications

Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in the plans or specifications, the Contractor shall apply to the City Engineer for such further explanations as may be necessary, and shall conform to such explanation or interpretation as part of the contract so far as may be consistent

with the intent of the original specifications. In the event of doubt or question relative to the true meaning of the contract documents, reference shall be made to the City Engineer, whose decision thereon shall be final.

In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.

5.206 Order of Work When required by the special provisions or plans, the Contractor shall follow the sequence of operations as set forth therein.

Full compensation for conforming with such requirements will be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefor.

5.207 Plans and Specifications on Job Site A complete, approved set of plans, specifications and change orders shall be kept on the job site and available at all times. Non-availability shall be deemed a cause for temporary suspension of work.

5.208 Superintendence The Contractor shall designate in writing before starting work an authorized representative who shall have the authority to represent and act for the Contractor.

Said authorized representative shall be present at the site of the work at all times while work is actually in progress on the contract. When work is not in progress and during periods when work is suspended, arrangements acceptable to the Engineer shall be made for any emergency work which may be required.

Whenever the Contractor or his authorized representative is not present on any particular part of the work where it may be desired to give direction, orders will be given by the Engineer, which shall be received and obeyed by the superintendent or foreman who may have charge of the particular work in reference to which the orders are given.

Any order given by the Engineer, not otherwise required by the specifications to be in writing, will, on request of the Contractor, be given or confirmed by the Engineer in writing.

5.209 Lines and Grades All distances and measurements are given and will be made in a horizontal plane. Grades are given from the top of stakes or nails, unless otherwise noted. Such stakes or points will be set by the Engineer as he determines to be necessary to establish the lines and grades required for the completion of the work specified in the plans and specifications.

Three consecutive points shown on the same rate of slope must be used in common in order to detect any variation from a straight grade; and in case any such discrepancy exists it must be reported to the City Engineer. If such a discrepancy is not reported to the City Engineer, the Contractor shall be responsible for any error in the finished work.

The Contractor shall give at least 24 hours notice when he will require the services of the City Engineer for laying out any portion of the work.

Stakes and points set by the Engineer shall be carefully preserved by the Contractor until authorized to remove them by the City Engineer. In case such stakes and points are destroyed or damaged they will be replaced at the Engineer's earliest convenience. The Contractor will be charged for the cost of necessary replacement or restoration of stakes and points which, in the judgment of the Engineer, were carelessly or willfully destroyed or damaged by the Contractor's operations. This charge will be deducted from any moneys due or to become due the Contractor.

5.210 Inspection The Engineer shall at all times have access to the work during its construction, and shall be furnished with every reasonable facility for ascertaining that the materials and the workmanship are in accordance with the requirements and intentions of the specifications, the general provisions, and the plans. All work done and all materials furnished shall be subject to his inspection.

The Contractor shall provide pot holes for the Engineer for the purpose of taking compaction tests in areas below existing grade where embankments or trench and structure backfill has not been tested.

Whenever the Contractor varies the period during which work is carried on each day, he shall give due notice to the City Engineer so that proper inspection may be provided.

The inspection of the work or materials shall not relieve the Contractor of any of his obligations to fulfill his contract as prescribed. Work and materials not meeting such requirements shall be made good and unsuitable work or materials may be rejected, notwithstanding that such work or materials have been previously inspected by the Engineer or that payment therefor has been included in a progress estimate.

The projects financed in whole or in part with State funds shall be subject to inspection at all times by the Director of Public Works of the State of California, or his agents.

Portions of the work done under a San Joaquin County encroachment permit shall be subject to County inspection.

5.211 Removal of Defective and Unauthorized Work All work which is defective in its construction or deficient in any of the requirements of these specifications shall be remedied, or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction.

All work done beyond the lines and grades shown on the plans or established by the City Engineer, or any extra work done without written authority, will be considered as unauthorized and will not be paid for.

Upon failure on the part of the Contractor to comply forthwith with any order of the City Engineer made under the provisions of this section, the City Engineer shall have authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed and to deduct the costs thereof from any moneys due or to become due to the Contractor.

5.212 Final Inspection Whenever the work provided and contemplated by the contract shall have been satisfactorily completed and the final cleaning up performed, and the City Engineer notified in writing, the City Engineer will make the final inspection.

### 5.300 CONTROL OF MATERIALS

5.301 Source of Supply and Quality of Materials The Contractor shall furnish all materials required to complete the work, except materials that are designated in the specifications to be furnished by the City.

Only materials conforming to the requirements of the specifications shall be incorporated in the work.

The materials furnished and used shall be new, except as may be provided elsewhere in these specifications or the plans. The materials shall be manufactured, handled, and used in a workman-like manner to insure completed work in accordance with the plans and specifications.

Manufacturers' warranties, guarantees, instruction sheets and parts lists, which are furnished with certain articles or materials incorporated in the work, shall be delivered to the Engineer before commencement of the work.

5.302 Samples and Tests At the option of the City Engineer, the source of supply of each of the materials shall be approved by the City Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work for testing or examination as desired by the City Engineer.

All tests of materials furnished by the Contractor shall be made in accordance with commonly recognized standards of national organizations, and such special methods and tests as are prescribed in these specifications.

The Contractor shall furnish such samples of materials as are requested by the City Engineer, without charge. No material shall be used until it has been approved by the City Engineer. Samples will be secured and tested whenever necessary to determine the quality of material.

5.303 Defective Materials All materials not conforming to the requirements of these specifications shall be considered as defective, and all such materials, whether in place or not,

shall be rejected and shall be removed immediately from the site of the work unless otherwise permitted by the City Engineer.

No rejected materials, the defects of which have been subsequently corrected, shall be used until approved in writing by the City Engineer.

Upon failure on the part of the Contractor to comply with an order of the City Engineer made under the provisions of this section, the City Engineer shall have authority to remove and replace defective material and to deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

5.304 City-furnished Materials Materials furnished by the City will be available at locations designated in the Special Provisions, or if not designated therein they will be delivered to the project. They shall be hauled to the site of the work by the Contractor at his expense, including any necessary loading and unloading that may be involved. The cost of handling and placing City-furnished materials shall be considered as included in the price paid for the contract item involving such City-furnished materials. City-furnished materials lost or damaged from any cause whatsoever shall be replaced by the Contractor. The Contractor will be liable to the City for the cost of replacing City-furnished materials and such costs may be deducted from any moneys due or to become due the Contractor.

5.305 Trade Names and Alternatives For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or the name of the manufacturer and his catalogue information. The use of an alternative article or materials which are of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the following requirements.

The burden of proof as to the quality and suitability of alternatives shall be upon the Contractor and he shall furnish all information necessary as required by the Engineer. The Engineer shall be the sole judge as to the quality and suitability of alternative articles or materials and his decision shall be final.

Whenever the specifications permit the substitution of a similar or equivalent material or article, no tests or action relating to the approval of such substitute material will be made until the request for substitution is made in writing by the Contractor accompanied by complete data as to the equality of the material or article proposed. Such request shall be made in ample time to permit approval without delaying the work.

### 5.400 LEGAL RELATIONS AND RESPONSIBILITIES

5.401 Laws to be Observed The Contractor shall keep himself fully informed of all existing and

future State and National laws and all municipal ordinances and regulations of the City of Lodi which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

5.402 Labor Discrimination Attention is directed to Section 1735 of the Labor Code which reads as follows:

1735. No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 1420, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter.

5.403 Permits and Licenses Except as otherwise provided, the Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

5.404 Contractor's Licensing Laws Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of contractors.

All bidders and contractors shall be licensed in accordance with the laws of the State of California and any bidder or contractor not so licensed is subject to the penalties imposed by such laws.

5.405 Patents The Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work.

5.406 Safety Provisions The Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety.

5.407 Public Convenience and Safety The Contractor shall so conduct his operation as to cause the least possible obstruction and inconvenience to public traffic. Unless other existing streets are stipulated in the special provisions to be used as detours, all traffic shall be permitted to pass through the work.

Residents along the road or street shall be provided passage as far as practicable. Convenient access to driveways, houses, and buildings along the road or street shall be maintained and temporary crossing shall be provided and maintained to good condition. Not more than one cross or intersecting street or road shall be closed at any one time without the approval of the City Engineer.

The Contractor shall furnish, erect and maintain such fences, barriers, lights, signs and flagmen as are necessary to give adequate warning to the public

at all times that the road or street is under construction and of any dangerous conditions to be encountered as a result thereof, and he shall also erect and maintain such warning and directional signs as may be furnished by the City.

Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in the current 'Manual of Warning Signs, Lights, and Devices for Use in Performance of Work upon Highways,' issued by the State of California Department of Transportation. Copies of this manual are on file with the Public Works Department.

No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic, and at the end of each day's work and at other times when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from that portion of the roadway open for use by public traffic.

Full compensation for doing the above-mentioned work shall be included in the price paid for the various contract items of work, and no additional compensation will be allowed therefor.

5.408 Preservation of Property Due care shall be exercised to avoid injury to existing improvements or facilities, utility facilities, adjacent property, and trees, shrubs, and other plants that are not to be removed.

Trees, shrubs, and other plants that are not to be removed, and pole lines, fences, signs, markers and monuments, buildings and structures, and any other above ground improvements or facilities and all underground facilities shown on the plans or brought to the Contractor's attention during the contract, within or adjacent to the highway shall be protected from injury or damage; and if ordered by the Engineer, the Contractor shall provide and install suitable safeguards, approved by the Engineer, to protect such objects from injury or damage. If such objects are injured or damaged by reason of the contractor's operations, they shall be replaced or restored to a condition as good as when the Contractor entered upon the work, or as good as required by the specifications accompanying the contract, if any such objects are a part of the work being performed under the contract. The Engineer may make or cause to be made such temporary repairs as are necessary to restore to service any damaged facility. The cost of such repairs shall be borne by the Contractor and may be deducted from any moneys due or to become due to the Contractor under the contract.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in protecting or repairing property as specified in this section, shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefor.

5.409 Responsibility for Damage The City of Lodi, the City Council, all officers and employees or agent shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any material or

equipment used in performing the work; or for injury or damage to any person or persons, either workmen or the public; for damage to adjoining property from any cause whatsoever during the progress of the work or any time before final acceptance.

The Contractor shall indemnify and save harmless the City of Lodi, the City Council, all officers and employees or agent from any suits, claims, or actions brought by any person or persons for or on account of any injuries or damages sustained or arising in the construction of the work or in consequence thereof. The City Council may retain as much of the money due the Contractor as shall be considered necessary until disposition has been made of such suits or claims for damages as aforesaid.

5.410 Contractor's Responsibility for Work Except as provided above, until the formal acceptance of the work by the City Council, 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 expenses thereof, except such injuries or damages occasioned by acts of the Federal Government or the public enemy.

5.411 No Personal Liability Neither the City Council, the City Engineer, nor any other officer or authorized assistant or agent or employee shall be personally responsible for any liability arising under the contract.

5.412 Responsibility of City The City of Lodi shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in these specifications.

5.413 Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them.

#### 1. COMPREHENSIVE GENERAL LIABILITY

\$500,000 Bodily Injury -  
Ea. Occurrence/Aggregate

\$500,000 Property Damage -  
Ea. Occurrence/Aggregate

or

\$500,000 Combined Single Limits

#### 2. COMPREHENSIVE AUTOMOBILE LIABILITY

\$500,000 Bodily Injury - Ea. Person  
500,000 Bodily Injury - Ea. Occurrence  
500,000 Property Damage - Ea. Occurrence

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

##### (a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents and Employees as additional insureds insofar as work performed by the insured under written contract with the City of Lodi. It is necessary that the City of Lodi receive an actual copy of the "Additional Named Insured Endorsement," to the Contractor's policies.

##### (b) Cross Liability Clause

It is agreed that the insurance afforded by this policy applies severally as to each insured except that the inclusion of more than one insured shall not operate to increase the limit of the company's liability; and the inclusion hereunder of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

##### Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(NOTE: Use the cross liability or the severability of interest clause, but not both.)

##### (c) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be cancelled nor the coverage reduced by the company without 30 days prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 320, Lodi, CA. 95241.

##### (d) Contractual Endorsement

Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under written contract with the City of Lodi.

NOTE: If the policies meet the requirements set forth under endorsements (b), (c) and (d) above, a statement to this effect on the Certificate of Insurance will be accepted in lieu of endorsements.

5.414 Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Workmen's Compensation Insurance for all of his employees employed at the site of the project and, in case any work is sublet, the Contractor

shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of his employees not otherwise protected.

This policy may not be cancelled nor the coverage reduced by the company without 30 days prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 320, Lodi, CA. 95241.

5.415 Guarantee and Warranty In addition to guarantees required in other provisions of the contract, Contractor shall, and hereby does, guarantee and warrant all work for a period of one year after date of acceptance of work by the City and shall repair or replace any or all such work, together with any other work which may be displaced in so doing, that may prove defective in workmanship and/or materials within one-year period from date of acceptance without expense whatsoever to the City, ordinary wear and tear, unusual abuse or neglect excepted. The Engineer will give notice of observed defects with reasonable promptness. The Contractor shall notify the Engineer upon completion of repairs.

In the event of failure of the Contractor to comply with the above-mentioned conditions within one week after being notified in writing, the City is hereby authorized to proceed to have defects repaired and made good at expense of the Contractor who hereby agrees to pay costs, penalties and charges therefor immediately on demand.

If, in the opinion of the Engineer, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the City or to prevent interruption of operations of the City, the City will attempt to give the notice required. If the Contractor cannot be contacted or does not comply with the Engineers' request for correction within a reasonable time as determined by the Engineer, the City may, notwithstanding the provisions of this section, proceed to make such correction or provide such attention and the costs of such correction or attention shall be charged against the Contractor. Such action by the City will not relieve the Contractor of the guarantees provided in this section or elsewhere in this contract.

This section does not in any way limit the guarantee on any items for which a longer guarantee is specified nor on any items for which a manufacturer gives a guarantee for a longer period, nor does it limit other remedies of the City in respect to latent defect, fraud or implied warranties.

5.416 Cooperation Should construction be underway by other agencies or by other contractors within or adjacent to the limits of the work specified, or should work of any other nature be underway by other forces within or adjacent to said limits, the Contractor shall schedule and coordinate his work with

the other contractors and agencies so there is the least amount of conflict during all phases of construction. The Contractor is also responsible for making all necessary agreements with other contractors as required during construction.

## 5.500 PROSECUTION AND PROGRESS

5.501 Subcontracting The Contractor shall give his personal attention to the fulfillment of the contract and shall keep the work under his control.

Subcontractor will not be recognized as such and all persons engaged in the work of construction will be considered as employees of the Contractor, and their work shall be subject to the provisions of the contract and specifications.

Where a portion of the work subcontracted by the Contractor is not being prosecuted in a manner satisfactory to the City Engineer, the subcontractor shall be removed immediately on the requisition of the City Engineer and shall not again be employed on the work.

5.502 Assignment The performance of the contract may not be assigned, except upon written consent of the City. Consent will not be given to any proposed assignment which would relieve the original Contractor or his surety of their responsibilities under the contract, nor will the City consent to any assignment of a part of the work under the contract.

5.503 Beginning of the Work The Contractor shall begin work within 10 days after receiving notice that the contract has been approved by the City, and shall diligently prosecute the same to completion within the time limit provided in the contract.

5.504 Progress Schedule If required by the special provisions, or requested by the Engineer, the Contractor shall, within 10 days after receiving notice to do so, submit to the Engineer a practicable schedule showing the order in which the Contractor proposes to carry out the work, the dates on which he will start and finish the major items of work.

5.505 Character of Workmen If any subcontractor or person employed by the Contractor shall fail or refuse to carry out the directions of the City Engineer or shall appear to the City Engineer to be incompetent or to act in a disorderly or improper manner, he shall be discharged immediately on the requisition of the City Engineer, and such person shall not again be employed on the work.

5.506 Temporary Suspension of Work The City Engineer shall have the authority to suspend the work wholly or in part, for such period as he may deem necessary, due to unsuitable weather or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he may deem necessary, due to the failure on the part of the Contractor to carry out orders given, or to perform any provisions of the contract. The Contractor shall immediately obey such order of the City Engineer and shall not resume the work until ordered in writing by the City Engineer.

In the event that suspension of work is ordered as provided above, and should such suspension be ordered by reason of the failure of the Contractor to carry out orders or to perform any provision of the contract; or by reason of weather conditions being unsuitable for performing any item or items of work which, in the sole opinion of the Engineer, could have been performed prior to the occurrence of such unsuitable weather conditions had the Contractor diligently prosecuted the work when weather conditions were suitable; the Contractor, at his expense, shall do all the work necessary to provide a safe, smooth, and unobstructed passageway through construction for use by public traffic during the period of such suspension as provided in Sections 7-1.08, "Public Convenience," and 7-1.09, "Public Safety," of the Standard Specifications and as provided in the contract specifications. In the event that the Contractor fails to perform the work above specified, the City may perform such work and the cost thereof will be deducted from moneys due or to become due the Contractor.

5.507 Time of Completion and Liquidated Damages  
It is agreed by the Contractor that in case all the work called for under the contract is not completed before or upon the expiration of the time limit as set forth in the contract, damage will be sustained by the City of Lodi, and that it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City of Lodi the sum of \$50 per day for each and every day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City of Lodi may deduct the amount thereof from any moneys due or that may become due the Contractor under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City Council shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contractor, his heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extensions, except that the cost of final surveys and preparation of final estimate shall not be included in such charges.

The Contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by acts of God or of the public enemy, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided that the Contractor shall within 10 days from the beginning of any such delay notify the City Engineer in writing of the causes of delay, who shall ascertain the facts and the extent of

the delay, and his findings of the facts thereon shall be final and conclusive.

5.508 Termination of Contract Failure to prosecute the work diligently is grounds for termination of the Contractor's control over the work by the City of Lodi as provided in Section 14394 of the Government Code of the State of California.

5.509 Right of Way The necessary rights of way and easements for the work will be provided by the City of Lodi. The Contractor shall make his own arrangements and pay all expenses for additional area required by him outside of the limits of right of way, unless otherwise provided in the special provisions.

#### 5.600 MEASUREMENT, ACCEPTANCE AND PAYMENT

5.601 Progress Payments The City Engineer, once each month after actual construction work is started, shall make an estimate as to the total amount of the work done and materials furnished by the Contractor to the last day of the preceding month.

The City of Lodi shall retain 10 per cent of the estimated value of said work and the balance less any previous payments shall be paid to the Contractor.

The retained percentage as specified above will be held by the City and will be due and payable to the Contractor 30 days after filing of notice of completion provided no liens have been filed.

5.601A Substitution of Securities for Withheld Amounts Pursuant to Chapter 13 (commencing with Section 4590), Division 5, Title 1 of the Government Code of the State of California, securities may be substituted for any moneys withheld by a public agency to ensure performance under a contract. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank as the escrow agent, who shall pay such moneys to the contractor upon satisfactory completion of the contract.

5.602 Final Acceptance of the Work The Contractor will notify the Engineer, in writing, of the completion and the Engineer will promptly satisfy himself as to the actual completion, and when he is so satisfied he will recommend acceptance to the City Council at its next regular meeting. The date of completion will be the date of acceptance of the work by the City Council.

5.603 Extra Work Extra work shall conform to Section 4-1.03D, of the Standard Specifications. Payment for extra work will be established by agreement between the Contractor and the City. If no agreement can be reached, as to the exact cost of the extra work, payment will be made by force account as provided in Section 9-1.03 of the Standard Specifications.

5.604 Claims for Damages If the Contractor shall claim compensation for any damage sustained by reason of the acts of the City or its agents, he shall within five days after sustaining of such damage make to the Engineer a written statement of the damage sustained. On or before the fifteenth day of the month succeeding that in which any such damage shall have been sustained, the Contractor shall file with the Engineer an itemized statement of the details and amount of such damage, and unless such statement shall be made as thus required, his claims for compensation shall be forfeited and invalidated and he shall not be entitled to consideration of payment on account of any such damage.

5.605 Final Payment The City Engineer shall, after the satisfactory completion of the contract, make a final estimate of the amount of work done thereunder, and the value of such work, and the City of Lodi shall pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of 30 days after filing of notice of completion provided no liens have been filed.

It is mutually agreed between the parties to the contract that any payments made under the contract, except the final payment, shall not be conclusive evidence of the performance of the contract, either wholly or in part, against any claim of the City of Lodi, and no payment shall be construed to be an acceptance of any defective work or improper materials.

And the Contractor further agrees that 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 City of Lodi, the City Council, and all officers and employees from any and all claims or liability on account of work performed under the contract or any alteration thereof.

#### 5.700 STANDARD SPECIFICATIONS

The work embraced herein shall be done in accordance with the appropriate provisions of construction details of the specifications entitled, "State of California, Business and Transportation Agency, Department of Transportation, Standard Specifications, January, 1981," insofar as the same may apply, which specifications are hereinafter referred to as the Standard Specifications and in accordance with the following special provisions.

Whenever in the contract documents or the Standard Specifications the following terms are used, they shall be understood to mean and refer to the following:

Department of Transportation, or Division of Highways - Department of Public Works of the City of Lodi

City Engineer - Public Works Director of the City of Lodi

Director of Public Works - Public Works Director and City Engineer of the City of Lodi

Engineer - The Public works Director and City Engineer or his designated agent

Laboratory - The designated laboratory authorized by the City of Lodi to test materials and work involved in the contract

State - The City of Lodi, California

Other items appearing in the Standard Specifications, the General Provisions, and the Special Provisions, shall have the intent and meaning specified in Section 1, Definition of Terms of the Standard Specifications.

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6.100 DESCRIPTION OF WORK

The work consists of installing approximately 12,000 SF of concrete flatwork including walks, ramps and steps on existing prepared subgrade and other incidental and related work, all as shown on the plans and specifications for "SALAS PARK CONCESSION STAND, Concrete Flatwork."

The work to be done is shown on the following plans:

VICINITY MAP

DRAWINGS

DRAWING 81D29      Grading Plan  
DRAWING 81D30      Staking and Layout Plan

6.200 QUANTITIES

The preliminary estimate of the quantities of work to be done and materials furnished shown in the proposal are approximate only, being given as a basis for the comparison of bids, and the City of Lodi does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work that may be deemed necessary or expedient by the City Engineer.

Additions or deletions in the quantity of work as set forth in these specifications and accompanying drawings for lump sum items may be ordered by the Engineer after the contract price has been adjusted accordingly to the satisfaction of both the Contractor and the City of Lodi, and they have been accepted in writing by the Engineer.

6.300 MATERIALS

The Contractor shall furnish for use under these Special Provisions all materials required to complete the project.

Whenever any material is specified by name and/or number thereof, such reference shall be deemed to be used for the purpose of facilitating a description of the materials and establishing quality, and shall be deemed and construed to be followed by the words, "or approved equal." No substitution will be permitted which has not been submitted ten days prior to installation for approval by the Engineer. Sufficient descriptive literature and/or samples must be furnished for any materials submitted as "equal" substitutes.

All materials shall be guaranteed for a period of one year against material defects and workmanship.

#### 6.400 SCHEDULING PROJECT WORK

The work shall be done in two phases. The first shall be concrete flatwork adjacent to the concession stand. The second phase shall be the concrete walkway. The second phase shall not be commenced until the concession stand is substantially complete. The City will notify the Contractor when he can proceed.

The Contractor shall notify the Engineer 48 hours in advance of starting work. The Contractor shall also supply the Engineer with a telephone number or numbers where a duly authorized representative of the Contractor may be reached at any time.

Prior to construction, a conference with the Contractor and Engineer concerning the schedule, traffic control and job safety shall be held.

#### 6.600 CONSTRUCTION DETAILS

6.601 Existing Facilities Protection of existing facilities shall conform to all the applicable provisions in Section 15 of the Standard Specifications and these Construction Specifications.

The Contractor shall notify the City Parks and Recreation Department prior to excavation and request locations of existing sprinkler lines and other utilities. The Contractor will be held responsible for the maintenance and protection of or damage to existing facilities, structures, obstructions, and all underground facilities shown on the plans or brought to the Contractor's attention during the course of the work.

The Contractor shall not damage the existing turf except as necessary in the immediate area of work.

Full compensation for protection of existing facilities shall be included in the contract price paid for the various items of work and no additional compensation will be allowed therefor.

6.602 Dust Control and Watering Dust control and watering shall conform to the provisions in Section 10 and 17 of the Standard Specifications and these Special Provisions.

At the request of the Contractor, water for dust control and project construction will be furnished by the City of Lodi without cost to the Contractor.

Necessary precautions to prevent dust nuisance shall be taken during all phases of construction, on non-working days, and to final acceptance of the work.

Full compensation for furnishing watering equipment and applying water shall be considered as included in the price paid for the various contract items of work, and no additional compensation will be allowed therefor.

6.603 Concrete Flatwork and Concrete Walkway Concrete flatwork shall consist of all the concrete areas around the concession stand including the ramps, dugouts and aprons. The concrete walkway shall consist of the 10 ft. walk from the fence to the lower concession stand apron. All shall be constructed as shown on the plans and shall conform to the provisions in Section 73 of the Standard Specifications and these Special Provisions.

- (a) Compaction: Compaction has been performed by others. The Contractor shall check that subgrade is satisfactory prior to commencing work and request corrective work if necessary. Areas disturbed by the Contractor shall be compacted to 90% minimum relative compaction, eight inches deep.
- (b) Construction: Construction joints shall be installed as shown on the plans, edged and shall conform to the proposed scoring pattern.

Expansion joint material shall be installed to the full depth of the concrete at locations shown on the plans and as designated by the Engineer.

Where the concrete walkway is to be installed on the basin side slope, it shall be installed in alternate 12' sections.

- (c) Concrete: Portland cement concrete shall be Class "B"  $1\frac{1}{2}$ " maximum aggregate grading, conforming to Section 90 of the Standard Specifications.

All concrete used shall be mixed completely in a truck mixer, commonly known in the industry as "transit-mixed concrete."

- (d) Forms Forming requirements shall conform to the provisions in Section 73 of the Standard Specifications.

Forms shall be true to lines and grades as shown on the plans.

Forms previously used shall be thoroughly cleaned before re-use. Before concrete is placed within any form, all inside surfaces of the forms shall be thoroughly coated with an approved oil.

All forms shall be free of any foreign material previous to placing concrete.

- (e) Concrete Placement: Concrete shall not be placed without approval of the Engineer. Placing concrete without notifying the Engineer may be reason for rejection of the work.

Prior to placing concrete, the subgrade and inside face of the forms shall be thoroughly wetted as the Engineer may direct.

Concrete shall not be deposited when it appears likely that the air temperature may fall below 40° F. during the placing of concrete or within the following 24 hours, unless special approval has been received from the Engineer prior to placing of concrete. Concrete which, in the opinion of the Engineer, has been damaged by freezing, shall be removed and replaced.

- (f) Finishing: After steel troweling, the concrete surfaces shall be given a fine hair broom finish, as directed by the Engineer.

All exposed concrete surfaces shall be finished unless otherwise directed by the Engineer.

Score marks and weakened plane joints shall be located as shown on the plans and directed by the Engineer.

- (g) Cure: Concrete cure shall be accomplished by either the water, pigmented curing compound or waterproof membrane method and shall conform to the provisions in Section 90-7 of the Standard Specifications. White pigmented curing compound shall not be used on exposed surfaces.

- (h) Payment: Concrete flatwork and concrete walkway shall be paid for under the various contract items and shall include full compensation for furnishing all labor, materials, including tools and equipment, and for doing all work involved in their construction as shown on the plans and as specified under these Special Provisions, and no additional compensation will be allowed therefor.

6.604 Completion of Work: Upon completion of the work, and prior to requesting final inspection, the work area shall be thoroughly cleaned of all rubbish, construction forms, stakes, excess material and equipment, and all portions of the work shall be left in a neat and orderly condition. The final inspection will not be made until this has been accomplished.

The City will formally accept Phase I of the project if it appears Phase II cannot commence within 60 days of the completion of Phase I work.

Full compensation for completion of work shall be considered as included in the price paid for the various contract items of work, and no additional compensation will be allowed therefor.