



# **CITY OF PATTERSON**

**CONTRACT DOCUMENTS**

**AND**

**SPECIFICATIONS**

**FOR THE**

**SUNSET COURT IMPROVEMENTS**

**December 2025**

**Prepared By:**

**CITY OF PATTERSON  
1 Plaza Circle  
Patterson, California 95363**

**SECTION 00 01 10**

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**REQUEST FOR BIDS**

The City of Patterson is soliciting bids for construction of the Sunset Court Improvements.

The City of Patterson hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

In general, the major work consists of construction of roadway improvements along **Sunset Court** in the City of Patterson. The work includes installation of 175 linear feet of water main, valves, water services, fire hydrants, and related appurtenances; construction of a sewer manhole; removal and replacement of curb and gutter, sidewalk, ADA curb ramp, and valley gutter; pavement replacement and striping; traffic control; and all other work shown on the plans and specified herein. The time of completion shall be **thirty (30) consecutive working days**.

1. **SEALED BIDS** will be received until **2:00 P.M. local time on February 5<sup>th</sup>, 2026**, by the Engineering Department at the City of Patterson, 1 Plaza, Patterson, California 95363, at which time they will be publicly opened and read aloud. Bids shall be dropped off or mailed to the Engineering Department, City of Patterson, attention of Tiffany Rodriguez, Director of Engineering. Bids shall be submitted in a sealed envelope. The name of the bidder, the bidder's state registration and DIR number, the name of the project, and the statement **"Do Not Open Until the Time of Bid Opening"** must be printed on the sealed envelope. Bids received after said deadline or without the required registration number will be returned unopened to the bidder.
2. A non-mandatory **pre-bid meeting and project site tour** will be held on **January 13<sup>th</sup>, 2026 at 11:30 A.M. local time** beginning at Patterson City Hall. Contractors shall personally examine the project site prior to bidding.
3. For all questions, please email to Kumar Somasundaram, Assistant Engineer, at [ksomasundaram@pattersonca.gov](mailto:ksomasundaram@pattersonca.gov) or call (209) 895-8077. Questions for this project will be received until **January 26<sup>th</sup>, 2026 by 5:00pm**.
4. A full set of Bidding Documents are available online for examination at **Valley Builders Exchange website at valleybx.com and on the City of Patterson website**.
5. Minimum Wage Rates, as predetermined by the Secretary of Labor, are set forth in the Contract Documents.

Pursuant to Section 1770, California Labor Code, the successful Bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of California Department of Industrial Relations. A copy of such prevailing rates are on file at the offices of the City of Patterson, and will be made available for examination during business hours to any party upon request: State prevailing wage rate information is also available at the following website: <http://www.dir.ca.gov/dlsr/PWD>.

If there is a difference between the minimum wage rates determined by the Secretary of Labor and the prevailing wage rates determined by the Director of the California

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Department of Industrial Relations for similar classifications of labor, the Contractor and his subcontractors shall pay not less than the higher wage rate.

6. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
7. Bidders shall furnish a Bid Security with their Bidder's Proposal in the amount of 10% of the base bid amount.
8. The City of Patterson reserves the right after opening Bids to reject any or all Bids, to waive any informality or non-responsiveness in a Bid, or to make award to the lowest responsive, responsible Bidder and reject all other Bids, as it may best serve the interest of the City of Patterson.
9. Contractor's License Classification: In accordance with the provisions of California Public Contract Code, Section 3300, the City of Patterson has determined that bidder shall possess a valid **Class A Contractor's License** issued by the State of California at the time of Bid opening and for the duration of the contract. Failure to possess the specified license shall render the Bid as non-responsive and shall act as a bar to award of the contract to any bidder not possessing said license at the time of Bid opening. The Contractors' State License Board may be contacted at 9821 Business Park, Sacramento, CA 95827; PO Box 26000, Sacramento, CA 95826; (800) 321-2752.

BY THE ORDER OF THE PATTERSON CITY COUNCIL

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

**SECTION 00 21 13**  
**INSTRUCTIONS TO BIDDERS**

1. The Contract Documents include the Contract Agreement, the Request For Bids, the Instructions to Bidders, the General Conditions, Supplementary General Conditions, Bidding and Contract Documents - Division 0, General Requirements - Division 1, Existing Conditions – Division 2, Construction Details - Section 10, the Bidder's Proposal as accepted (including the Bid Schedule), the Indemnity Agreement, the Non-collusion Affidavit, the required Bonds, Wage Scale (prevailing wages) the Plans, Profiles and Drawings, and any Addenda or Change Orders. Bidders must examine each of the Contract Documents, must visit the location of the Work and inform themselves of the conditions and make their own estimates of the facilities and difficulties attending the execution of the Work.
2. All Bids must be presented under sealed cover on the blank proposal form attached hereto. Bids shall be submitted in a sealed envelope with the name of the bidder, the bidder's state registration number, the name of the project and the statement "**Do Not Open Until The Time of Bid Opening.**" Bids are required for the entire work described herein. Bids will be compared on the basis of the total of bid items in the Bid Schedule. Award, if made, will be based upon the lowest responsible bid submitted.
3. The party to whom the Contract is awarded must possess a Class A Contractor's license valid in the State of California.
4. The Bidder shall include all of the items listed in Section 00 43 93 – Bidder's Checklist in the Bid.
5. Each Bid must be accompanied by a Bid Security payable to the Owner for ten percent (10%) of the total amount of the base Bid. In no event will security submitted by unsuccessful Bidders be held by the Owner for more than 60 days from the time of award of the Contract. The Bid Security of the successful Bidder will be retained until the Performance Bond and the Payment Bond have been executed and approved, after which the Bid Security will be returned.
6. A Performance Bond and a Payment Bond in the amount of One Hundred percent (100%) each of the Contract Price, with a Corporate Surety approved by the Owner and the Engineer, will be required for the faithful performance of the Contract. The Bidder shall state in the proposal the name and address of the Surety or Sureties, with Certificate Numbers, who will sign the Bonds in case the Contract is awarded to him.
7. The party to whom the Contract is awarded will be required to execute the Contract Agreement, Performance Bond and Payment Bond within ten (10) calendar days from the date when the written notice of the award of the Contract is mailed to the Bidder at the address given by him. In case of failure to do so, the Owner may at its option, consider that the Bidder has abandoned the Contract, in which case, the Bid Security accompanying the proposal shall become the property of the Owner and award may be made to another party. Corporations must furnish a certificate attesting to corporate existence and authority of officers to sign contracts and other documents.
8. **The Contractor shall begin Work within fourteen (14) calendar days** after receiving the Notice to Proceed by the Owner. The Contractor shall **complete all work within Thirty (30)**

**Working Days, adhering to the Caltrans Construction Workday Calendar following the date of the Notice to Proceed.** Time is of the essence and time of completion as specified will be enforced.

9. The Contractor's attention is called to Section 00 52 15, addressing Liquidated Damages. It is agreed that the Contractor shall be liable for and shall pay to the Owner, as liquidated damages and not as a penalty, the listed sum per day for each calendar day of delay in completion of the Work from the date of completion as specified herein or in any written extension of time granted by the Owner. Liquidated damages will be deducted from final payments.
10. Before the award of the Contract, any Bidder may be required to furnish evidence satisfactory to the Owner and to the Engineer of the necessary facilities, ability, and pecuniary resources to fulfill the conditions of the Contract.
11. Prior to signing the Contract, the successful Bidder shall submit, on a form acceptable to the Owner and Engineer, an overall construction schedule for the project. This schedule shall start with the proposed date of signing the Contract, and the completion date shall be no later than the date specified in the Contract.
12. Bidders must satisfy themselves by personal examination of the location of the proposed work, and by examination of the Plans and Specifications as to the requirements of the Work and the accuracy of the estimate of the quantities of the work to be done, and shall not at any time after the submission of the Bid dispute or complain of such estimate nor assert that there was any misunderstanding in regard to the nature or amount of work to be done.
13. The Contract and the Specifications contain the provisions required for the construction of the project. No information obtained from any officer, agent, consultant, or employee of the Owner on any such matters shall in any way affect the risk or obligation assumed by the successful Bidder or relieve him from fulfilling any of the conditions of the Contract.
14. Proposals which are incomplete, unbalanced, conditional or obscure or which contain additions not called for, erasures, alterations or irregularities of any kind or which do not comply with the Notice to Bidders and Instruction to Bidders may be rejected at the option of the Owner.
15. A Bidder may withdraw any proposal he has submitted at any time prior to the hour set for the closing of the Bids provided the request for withdrawal is signed in a manner identical with the proposal being withdrawn. No withdrawal or modification will be permitted after the hour designated for closing the Bids. The Bidder's Proposal shall then hold firm for sixty (60) days to enable the Owner to complete pre-construction arrangements prior to issuing any Notice of Award.
16. Computation of quantities that will be the basis for payment estimates, both monthly and final, will be made by the Engineer. All AC Spoils shall remain property of the City. Contractor shall haul AC spoils to the City Water Quality Control Facility at 14901 Poplar Avenue, Patterson, CA 95363.
17. If any person contemplating submitting a Bid for the proposed Contract is in doubt as to the true meaning of any part of the Plans and Specifications or other Contract Documents, or finds discrepancies in, or omissions from the Plans and Specifications, he may submit to the

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Owner a written Request For Interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each Bidder receiving a set of such Contract Documents. The Owner will not be responsible for any other explanations or interpretations of the Contract Documents. No oral interpretations of any provision in the Contract Documents will be made to any Bidder.

18. No substitution of subcontractors by the Bidder will be allowed or permitted except in accordance with the provisions of Public Contract Code Sections 4107 and 4107.5.
19. The award of the contract, if made, will be within **sixty (60) calendar days** after the quotes are due, and satisfactory submittal of materials required prior to the formal award.
20. The City of Patterson reserves the right to accept or reject any or all quotes, to evaluate the quotes submitted, and to award the Contract according to the proposal which best serves the interests of the City of Patterson.

**SECTION 00 41 43**  
**BIDDER'S PROPOSAL**

**City of Patterson** hereinafter called the Owner.

**BIDDER:** \_\_\_\_\_

The work to be done and referred to herein is in City of Patterson and in Stanislaus County, State of California. It is shown on a set of Plans, entitled: "Sunset Court Improvements" and is to be constructed in accordance with the Project Specifications and contract documents attached hereto by reference and also in accordance with the Standard Plans and Standard Specifications of the State of California, Department of Transportation.

In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged.

<b>Addendum No.</b>	<b>Addendum Date</b>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and became familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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 Plans and Specifications referred to, the referenced proposed contract, and the Bidder proposes and agrees that, if this proposal is accepted, he will contract with the Owner 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 as therein set forth, and that he will take in full payment therefor the following unit prices as set forth in the Bid Schedule below.

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CITY OF PATTERSON, CALIFORNIA					
SUNSET COURT IMPROVEMENTS BID SCHEDULE					
Item No.	Description	Unit	Estimated Quantity	Unit Price (\$)	Total Price (\$)
1	Mobilization and Demobilization	LS	1		
2	Erosion Control	LS	1		
3	SB-1 Signage (Includes Furnish, Install, and Removal)	EA	1		
4	Traffic Control System	LS	1		
5	Pothole Existing Utilities	LS	1		
6	Remove Pavement Markings	LS	1		
7	Remove Existing Improvements (Includes AC, Curb & Gutter, Sidewalk, Valley Gutter and all other items designated on the plans to be removed)	LS	1		
8	Remove Existing Water Main and Blowoff	LF	207		
9	Remove & Dispose Cleanout	EA	1		
10	Remove & Salvage Fire Hydrant	EA	1		
11	Earthwork and Grading	LS	1		
12	Shoring, Sheeting, and Bracing	LS	1		
13	Water Main Pipe	LF	175		
14	6" Valve	EA	1		
15	1" Service Connect to Existing Meter	EA	8		
16	Fire Hydrant and Assembly	EA	2		
17	Connection to Existing Water Main	EA	1		
18	Sewer Manhole	EA	1		
19	Connect Existing Sanitary Sewer to Manhole	EA	1		
20	Curb and Gutter	LF	446		
21	Valley Gutter	SF	460		
22	Sidewalk with Subgrade and one ADA Ramp	SF	2,055		
23	Class II Aggregate Base	TON	541		
24	Hot Mix Asphalt Concrete	TON	218		
25	Thermoplastic Striping, Markings, and Markers	LS	1		
<b>TOTAL BASE BID (\$)</b>					

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This proposal must be accompanied by a Bid Security in the form of Cash, Certified Check or Bid Bond in an amount equal to at least ten percent (10%) of the amount of the base bid.  
The names of all persons interested in the foregoing proposals as principals are as follows:

**IMPORTANT NOTICE:** If Bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last name in full.

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Licensed in accordance with an act providing for the registration of Contractors,

Class \_\_\_\_\_ License No. \_\_\_\_\_

Bidder's DIR Registration Number: \_\_\_\_\_

By \_\_\_\_\_ Dated \_\_\_\_\_  
Signature of Bidder

**NOTE:** If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the seal and signature of the officer or officers authorized to sign contracts on behalf of the corporation; if Bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or member of a partnership, a Power of Attorney must be on file with the Owner prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

**BIDDER'S INFORMATION:**

BUSINESS ADDRESS: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

BUSINESS PHONE: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

CONTACT EMAIL: \_\_\_\_\_

**Basis of Comparison of Bids:** Bids will be compared on the basis of the Base Bid amount exclusive of alternates. The project will be awarded to the lowest responsible, responsive bidder.

Bids are required for the entire work. The Bidder shall set forth for each item of work, in clearly legible figures, total for the item in the respective spaces provided for this purpose. If the total cost of any item, or the total bid, is inconsistent with the Unit Price, or the sum of the Unit Prices, the sum of the extended Unit Prices shall prevail.

**Abandonment of the Contract:** If this proposal shall be accepted and the undersigned Bidder shall fail to contract, as aforesaid, and to give the required Performance and Payment bonds in the sums to be determined in accordance with the Specifications, with surety as required by the Specifications, within ten (10) days not including Sundays and legal holidays, after the Bidder has received notice of award of the contract, the Owner, at its option, may determine that the Bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof may be declared be null and void, and the forfeiture of such Security accompanying this proposal shall operate and said Security shall be the property of the Owner.

**ABBREVIATIONS USED IN ENGINEER'S ESTIMATE AND PROPOSAL SHEETS**

CF	-	Cubic Foot (Feet)	SACK(S)	-	Sack(s)
CY	-	Cubic Yard(s)	STAYD	-	Station Yard(s)
EA	-	Each	SF	-	Square Foot (Feet)
LB(s)	-	Pound(s)	SY	-	Square Yard(s)
LF	-	Linear Foot (Feet)	TN	-	Ton(s)
LS	-	Lump Sum	MGAL	-	Million Gallon(s)
(F)	-	Final Pay Quantity*	(S)	-	Specialty Item
(S-F)	-	Specialty Item and Final Pay Quantity*	(F&I)	-	Furnish and Install

\*Bid Items noted as being Final Pay Quantity will be handled in accordance with Section 01 20 00 – Measurement & Payment.

**END SECTION**

**SECTION 00 43 13**  
**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

\_\_\_\_\_  
as Principal, and \_\_\_\_\_ as Surety, are hereby held and  
firmly bound unto City of Patterson, as OWNER, in the penal sum of

\_\_\_\_\_  
\_\_\_\_\_Dollars (\$\_\_\_\_\_), for the payment of which, well and  
truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The Condition of the above obligation is such that whereas the Principal has submitted to  
a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing,  
for the Sunset Court Improvements;

NOW, THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said bid) and shall furnish bonds for his faithful performance of said contract and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
Principal (L.S.)

\_\_\_\_\_  
Surety

\_\_\_\_\_  
California Surety Number

**IMPORTANT** – Surety companies executing bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the state of California.

**END SECTION**

**SECTION 00 43 33**

**MATERIAL SUPPLIERS INFORMATION**

The Bidder shall indicate opposite each item of equipment or material listed below the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the Bid.

	<u>Equipment/Material</u>	<u>Manufacturer/Supplier</u>
1.	<u>Aggregate Base</u>	<u></u>
2.	<u>Asphalt Concrete</u>	<u></u>
3.	<u>Portland Cement Concrete</u>	<u></u>
4.	<u></u>	<u></u>
5.	<u></u>	<u></u>
6.	<u></u>	<u></u>
7.	<u></u>	<u></u>
8.	<u></u>	<u></u>
9.	<u></u>	<u></u>
10.	<u></u>	<u></u>
11.	<u></u>	<u></u>
12.	<u></u>	<u></u>
13.	<u></u>	<u></u>
14.	<u></u>	<u></u>

Awarding of a contract under this bid will not imply approval by the Owner of the manufacturers of suppliers listed by the Bidder. No substitution will be permitted after award of contract unless equipment of material of the listed manufacturer of supplier cannot meet the specifications.

**SECTION 00 43 36**

**LIST OF SUBCONTRACTORS**

The bidder shall hereby designate the names, business addresses, contractor license number, and public works contractor registration number of each subcontractor who will perform work or labor on the Project. Please fill out as completely as possible when submitting your bid. Use subcontractor's business name as registered with the License Board.

1. State the name, location of the place of business, California contractor license number, and public works contractor registration number of each subcontractor licensed by the State who will (i) perform work or labor or render service to the Bidder for the Project contemplated in the Plans and Specifications or (ii) specially fabricate and install a portion of the work or improvement according to the detailed Drawings contained in the Plans and Specifications, in an amount in excess of one-half of one percent of the Bidder's total Bid.
2. State the portion of the Work that will be done by each subcontractor. List only one subcontractor for each portion as defined by the Bid.
3. Work not listed as subcontracted shall be performed by Bidder.
4. Subcontractors may not be substituted without cause. Subcontractor substitution procedure will be in accordance with State Contracts Code Section 4100, et seq.

**SUBCONTRACTOR:**

Business Address: \_\_\_\_\_  
Class \_\_\_\_\_ License No. \_\_\_\_\_  
DIR Number: \_\_\_\_\_  
Item No. or Description of Work: \_\_\_\_\_  
Dollar Amount or Percentage of Total Bid: \_\_\_\_\_

**SUBCONTRACTOR:**

Business Address: \_\_\_\_\_  
Class \_\_\_\_\_ License No. \_\_\_\_\_  
DIR Number: \_\_\_\_\_  
Item No. or Description of Work: \_\_\_\_\_  
Dollar Amount or Percentage of Total Bid: \_\_\_\_\_

**SUBCONTRACTOR:**

Business Address: \_\_\_\_\_  
Class \_\_\_\_\_ License No. \_\_\_\_\_  
DIR Number: \_\_\_\_\_  
Item No. or Description of Work: \_\_\_\_\_

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Dollar Amount or Percentage of Total Bid: \_\_\_\_\_

**SUBCONTRACTOR:**

Business Address: \_\_\_\_\_

Class \_\_\_\_\_ License No. \_\_\_\_\_

DIR Number: \_\_\_\_\_

Item No. or Description of Work: \_\_\_\_\_

Dollar Amount or Percentage of Total Bid: \_\_\_\_\_

**SUBCONTRACTOR:**

Business Address: \_\_\_\_\_

Class \_\_\_\_\_ License No. \_\_\_\_\_

DIR Number: \_\_\_\_\_

Item No. or Description of Work: \_\_\_\_\_

Dollar Amount or Percentage of Total Bid: \_\_\_\_\_

**SUBCONTRACTOR:**

Business Address: \_\_\_\_\_

Class \_\_\_\_\_ License No. \_\_\_\_\_

DIR Number: \_\_\_\_\_

Item No. or Description of Work: \_\_\_\_\_

Dollar Amount or Percentage of Total Bid: \_\_\_\_\_

**SUBCONTRACTOR:**

Business Address: \_\_\_\_\_

Class \_\_\_\_\_ License No. \_\_\_\_\_

DIR Number: \_\_\_\_\_

Item No. or Description of Work: \_\_\_\_\_

Dollar Amount or Percentage of Total Bid: \_\_\_\_\_

**END SECTION**

**SECTION 00 43 83**  
**CONSTRUCTION SCHEDULE FORM**

The Contractor shall submit a preliminary construction schedule at the preconstruction conference for the Owner's review, including important milestones, assuming the Notice to Proceed is issued on April 15, 2026. The Preliminary Construction Schedule shall be in sufficient detail to show the chronological relationship of all activities of the project, including, but not limited to, estimated starting and completion dates of various activities, procurement of materials and scheduling of equipment. The Preliminary Construction Schedule shall reflect completion of all work under the contract within the specified time and in accordance with the Specifications.

<b>DATE(S)</b>	<b>WORK ITEM</b>
April 15, 2026	Notice to Proceed

**SECTION 00 43 93**  
**BIDDER'S CHECKLIST**

**SUBMIT THIS BIDDER'S CHECKLIST WITH YOUR BID DOCUMENTS.**

Bidders shall complete and submit all documents listed in the "REQUIRED" column for bids to be considered responsive.

REQUIRED

1. Bidder's Checklist (Section 00 43 93)
2. Section 00 41 43 – Bidder's Proposal
3. Bid Security attached to front of Bidder's Proposal in the form of (check one):  
 Bidder's Bond (Section 00 43 13)
4. Section 00 43 33 – Material Suppliers
5. Section 00 43 36 – List of Subcontractors
6. Section 00 45 16 - Non-Collusion Affidavit
7. Section 00 45 26 – Workers Compensation Certification
8. Section 00 45 47 – PCC 10162 –Questionnaire on Disqualification
9. Section 00 45 48 – PCC 10232 – Statement on Contempt
10. Section 00 45 51 – Labor and Other Code Requirements Certificate
11. Section 00 65 36 - Guaranty
12. Section 00 73 15 - Indemnity Agreement
13. All issued Addenda

SUBMITTED BY:

Name of Company \_\_\_\_\_

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Contractor's License No. \_\_\_\_\_ Class: \_\_\_\_\_

CITY OF PATTERSON  
SUNSET COURT IMPROVEMENTS

State DIR Registration No. \_\_\_\_\_

Documents required on the checklist but not included with your bid may render your bid non-responsive and ineligible for award. Bids received by the scheduled bid opening time will be opened and publicly read but are subject to verification that all required documents have been submitted.

**END SECTION**

**SECTION 00 45 16**  
**NON-COLLUSION AFFIDAVIT**  
**(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)**

**PROJECT: City of Patterson**  
**Sunset Court Improvements**

**TO: City Council, City of Patterson**

\_\_\_\_\_  
(Name)

being first duly sworn, deposes and says that he or she is

\_\_\_\_\_  
(Owner, Partner, Corporate Officer (list title), Co-Venturer)

of \_\_\_\_\_  
(Bidding Entity)

The party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

(Title 23 United States Code Section 112)

(Calif. Public Contract Code Section 7106; Stats. 1988, c. 1548, Section 1.)

Signed: \_\_\_\_\_

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Date**

**SECTION 00 45 26**  
**WORKER'S COMPENSATION CERTIFICATION**

STATE OF CALIFORNIA \_\_\_\_\_ )  
( SS  
COUNTY OF Stanislaus)

The undersigned is aware of the provisions of Section 3700 of the Labor Code of the State of California which require every employer to be insured against liability of worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and the undersigned will comply with such provisions, and will require all subcontractors to comply with such provisions, before commencing the performance of the work of this Contract.

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Contractor Signature

**END OF SECTION**

**SECTION 00 45 33**

**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS  
CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY  
CLAUSE AND THE FILING OF REQUIRED REPORTS.**

PROJECT:                   City of Patterson  
                                  Sunset Court Improvements

The bidder \_\_, proposed subcontractor \_\_, hereby certifies that he has \_\_, has not \_\_, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925 or 11114, and that he has \_\_, has not \_\_, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: Failure to complete the blanks may be grounds for rejecting the bid.

\_\_\_\_\_  
(Company)

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

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such Contractor submits a report covering the delinquent period or such other period specified by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**END SECTION**

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR  
SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF  
REQUIRED REPORTS.

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**SECTION 00 45 47**  
**PUBLIC CONTRACT CODE SECTION 10162**  
**QUESTIONNAIRE ON DISQUALIFICATION**

**(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)**

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is Yes, explain the circumstances in the space below:

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NOTE: The above Questionnaire is part of the Proposal.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

By \_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

**SECTION 00 45 48**  
**PUBLIC CONTRACT SECTION 10232**  
**STATEMENT ON CONTEMPT**

**(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)**

In accordance with Public Contract Code Section 10232, the Contractor, hereby states, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

By \_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_ Date

**SECTION 00 45 51**

**LABOR COMPLIANCE PROGRAM AND  
LABOR AND OTHER CODE REQUIREMENTS CERTIFICATE**

**1 - FEDERAL/STATE WAGE RATE CLAUSES**

Pursuant to the provisions of Part 7 Chapter 1 (beginning with Section 1770) of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations and the Davis-Bacon prevailing rate of per diem wages, 29 CFR 5.5 as determined by the U.S. Department of Labor, Employment Standards Administration. Where the requirements of the State of California Department of Industrial Relations and the Davis-Bacon prevailing rate of per diem wages conflict, the higher of the two will be used. State of California prevailing wage schedules for Stanislaus County are available from the Department of Industrial Relations - Division of Labor Statistics and Research via the Internet at <http://www.dir.ca.gov/dlsr/PWD>.

The successful bidder intending to use a craft or classification not shown on the prevailing rate determinations may be required to pay the rate of the craft or classification most closely related to it.

Pursuant to the provisions of Labor code section 1773, the Owner has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to execute the Work. Copies of the prevailing rate of per diem wages are on file at the Owner's principal office and shall be made available to any interested party on request. The Contractor shall cause a copy of the Director's determination of the prevailing rate of per diem wages to be posted at a prominent place at the site of the Work. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid and will not under any circumstances be considered as the basis of claim against the Owner. The Contractor shall comply with Labor Code section 1774 and 1775. In accordance with Labor Code section 1775, the Contractor shall forfeit as a penalty to the Owner not more than \$50 for each Day or portion thereof for each worker paid less than the prevailing rates as determined by the director for the Work or craft in which the worker is employed for any Work or by any subcontractor under the Contractor. The amount of this penalty shall be determined by the Director based on the factors set forth in section 1775. In addition to such penalty, the difference between such prevailing wage rates and the amount paid to each workman for each Day or portion thereof for each workman was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

**2 - LABOR CODE SECTION 1776  
COMPLETE PAYROLL RECORDS; CERTIFIED AND AVAILABLE**

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

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(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f) (1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations

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of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(ii) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

**3 - LABOR CODE SECTION 1777.5  
EMPLOYMENT OF PROPERLY REGISTERED APPRENTICES**

(a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

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(2) The rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order

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a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this

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subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:

(A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.

(C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.

**4 - LABOR CODE SECTION 1810  
DEFINITION: A LEGAL DAY'S WORK**

Eight hours labor constitutes a legal day's work in all cases where the same is performed under the authority of any law of this State, or under the direction, or control, or by the authority of any officer of this State acting in his official capacity, or under the direction, or control or by the authority of any municipal corporation, or of any officer thereof. A stipulation to that effect shall be made a part of all contracts to which the State or any municipal corporation therein is a party.

**5 - LABOR CODE SECTION 1811  
TIME OF SERVICE - CALENDAR WEEK**

The time of service of any workman employed upon public work is limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week, except as hereinafter provided for under Section 1815.

**6 - LABOR CODE SECTION 1812  
ACCURATE LABOR RECORDS**

Every contractor and subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the public work. The record shall be kept open at all reasonable hours to the inspection of the awarding body and to the Division of Labor Standards Enforcement.

**7 - LABOR CODE SECTION 1813  
PENALTY FOR OVERTIME ON ANY PUBLIC WORK CONTRACT**

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of

this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

**8 - LABOR CODE SECTION 1814  
MISDEMEANOR**

Any officer, agent, or representative of the State or any political subdivision who violates any provision of this article and any contractor or subcontractor or agent or representative thereof doing public work who neglects to comply with any provision of Section 1812 is guilty of a misdemeanor.

**9 - LABOR CODE SECTION 1815  
MINIMUM OVERTIME PAY**

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of the Labor code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

**10 - LABOR CODE SECTION 1860  
CONTRACT PROVISION**

The awarding body shall cause to be inserted in every public works contract a clause providing that, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees.

**11 - LABOR CODE SECTION 1861  
CONTRACTOR CERTIFICATION TO LABOR CODE SECTION 3700**

Each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

**12 - LABOR CODE SECTION 6500 AND 6705  
TRENCH EXCAVATION SAFETY PLANS**

1. The Contractor's attention is directed to the provisions of Labor Code section 6705 concerning trench excavation safety plans. Labor code section 6705 provides in relevant part:

No contract for public works involving an estimated expenditure in excess of twenty-five thousand dollars (\$25,000), for the excavation of any trench or trenches five feet or more in depth, shall be awarded unless it contains a clause requiring submission by the contractor and acceptance by the awarding body or by a registered civil or structural engineer, employed by the awarding body, to whom authority to accept has been delegated, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such

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plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

2. Before execution of the contract by the Owner, the Contractor shall submit to the Owner a copy of his permit for the project issued by Cal-OSHA.

If there is any non-compliance with said detailed plans, the Contractor shall stop forthwith all affected work until there is compliance in the opinion of the State Division of Industrial Safety. The Owner, Engineer, officers, employees, consultants, and agents of the aforementioned, shall not be liable for costs incurred by the Contractor due to work stoppage, and the Contractor will not be given nor is entitled to an extension of time to complete the Work within the time set forth in this contract due to the work stoppage.

### **13 - NONDISCRIMINATION CLAUSE**

1. During the performance of the Contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 or the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2. Contractor's attention is also directed to Section 1735 of the Labor Code, which provides:

"A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter."

3. Contractor's attention is further directed to Section 1777.6 of the Labor Code, which provides:

"An employer or a labor union shall not refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as provided in Section 3077 of this code and Section 12940 of the Government Code."

4. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

**14 - DRUG-FREE WORKPLACE CERTIFICATION  
CONTRACTOR:**

The contractor named below hereby certifies compliance with The Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) in matters relating to providing a drug-free workplace. The below named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace,
  - (b) The person's or organization's policy of maintaining a drug-free workplace,
  - (c) Any available counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract:
  - (a) Will receive a copy of the company's drug-free policy statement, and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract.

**15 - DEBARRED SUBCONTRACTOR PROHIBITION**

(a) A public entity, as defined in Section 1100, may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

(b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

- (c) The contractor shall complete and submit the separate Debarment Certification Form, included as Section 00 45 30 these Specifications.

**16 - LABOR COMPLIANCE MONITORING**

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

**THE UNDERSIGNED CERTIFIES THAT, IN PERFORMANCE OF THE CONTRACT, THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS IN ADDITION TO OTHER LEGAL REQUIREMENTS.**

CONTRACTOR NAME: \_\_\_\_\_

CERTIFIED BY:

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**END SECTION**

**SECTION 00 51 00**  
**NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT: City of Patterson  
Sunset Court Improvements

The Owner has considered the bid submitted by you for the bid opening held on \_\_\_\_\_ for the above described Work in response to its Request for Bids and the Instructions to Bidders.

You are hereby notified that your bid has been accepted, and the sum of the items amounts to \$ \_\_\_\_\_.

You are required by the Instructions to Bidders to execute the Contract and provide the necessary bonds and insurance certificates within ten (10) calendar days from the date of this Notice.

If you fail to execute said Contract within ten (10) days from the date of this Notice, Owner will be entitled to consider all your rights arising out of Owner's acceptance of your bid as abandoned. Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to Owner.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

City of Patterson  
OWNER

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

Title: \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the foregoing Notice of Award is hereby acknowledged

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

this the \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_

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

Title \_\_\_\_\_

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**END SECTION**

**SECTION 00 52 13**  
**CONTRACT**

THIS CONTRACT is made at **City of Patterson** in **Stanislaus** County, California, by and between \_\_\_\_\_ hereinafter called the "Contractor," and the **City of Patterson**, hereinafter called the "Owner".

Contractor and the Owner, for the consideration hereinafter named, agree as follows:

**ARTICLE I. SCOPE OF WORK.** The Work to be constructed is a project entitled Sunset Court Improvements, located in Stanislaus County, State of California.

The Contractor shall furnish all labor and materials, including tools, implements, and appliances required to construct the Work and shall perform and construct all Work in a good and workmanlike manner, free from any and all liens and claims including those of mechanics, materialmen, sub-contractors, artisans, machinists, teamsters, draymen and laborers required for the construction of the Work.

Contractor shall comply with and construct the Work in strict conformity with the Contract Documents, including that set of Plans, entitled: "Sunset Court Improvements", all other Plans, Drawings, Specifications; and the provisions of this Contract.

**ARTICLE II. CONTRACT DOCUMENTS.** The Contract Documents shall consist of the following documents, each of which is on file in the office of the Owner and all of which are incorporated herein and made a part hereof by reference thereto: this Contract, including, Division 0 – Bidding and Contract Requirements, Division 1 - General Requirements, Division 2 – Existing Conditions, Section 10 – Construction Details, any Standard Specifications referenced, Plans, Profiles and Drawings, Addenda or Change Orders (if any), and Appendices. In the event of conflict between portions of the Contract Documents, refer to Section 01 00 05 – Specifications to resolve priority.

**ARTICLE III. PAYMENT.** In the manner, at the time and upon the conditions stated in the Contract Documents, Owner agrees to pay the Contractor in current funds for the performance of the Contract the sum of:

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(Figures in Words)

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(Figures in Numbers)

It is understood that said price is based upon the estimated quantities of materials to be used as set forth in the Bidder's Proposal, except where provisions are made in the Contract Documents whereby the estimated quantities shall constitute the final quantity.

Contractor is responsible for payment of prevailing wages in accordance with the provisions of Section 1770, et seq. of the Labor Code. Prevailing wage schedules for Stanislaus County are available from the Department of Industrial Relations-Division of Labor Statistics & Research via the Internet at [www.dir.ca.gov](http://www.dir.ca.gov). A prevailing wage scale is also on file in the office of the City of Patterson, 1 Plaza Circle, Patterson, CA 95363, and copies may be obtained upon request.

**ARTICLE IV. TERMINATION.** If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his sub-contractors should violate any of the provisions, including, but not limited to, failure to meet the time of commencement and time of completion requirements in Section 00 52 13, of the Contract Documents, or if he should refuse or fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to sub-contractors or for material or labor, or disregard laws, ordinances or the instructions of the Engineer, then the Owner may serve written notice upon the Contractor and his surety of material breach and its intention to terminate the Contract, such notice to contain the reasons for such intention to terminate the contract, and unless, within seven (7) days after the serving of such notice, Contractor performs as required by the Contract Documents or makes valid objection to termination, the contract shall, upon the expiration of said seven days, cease and terminate. If Contractor does not perform or make valid objection in response to such notice, then it waives all rights to perform the contract, to submit a claim for costs caused by the Owner's performance of the contract, or to object to the Owner withholding its costs in performing the contract.

In the event of any such termination, the Owner may immediately take over performance of the contract and prosecute the work to completion as provided below, if immediate action is required because exigent circumstances are reasonably determined to exist by the Owner, or serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract, provided, however, that if the surety within seven (7) days after the serving upon it of notice of termination does not give the Owner written notice of its intention to take over and perform the contract or does not commence performance thereof within the seven (7) days stated above from the date of the serving of such notice, the Owner may take over the work and prosecute the same to completion by force account, either with its own forces or with a contractor of its choice, or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may without liability for doing so, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to the Contractor as may be on the site of the Work and necessary therefore. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expenses of finishing the Work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If the expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner, as herein provided and damage incurred through the Contractor's default, shall be certified by the Engineer.

When the contract has been terminated as provided above or elsewhere in the Contract Documents, such termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue.

**ARTICLE V. SUSPENSION OF WORK.** At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an extension of the Contract Times. Contractor may be entitled to an adjustment in the Contract Price that is

directly attributable to any such suspension. A Change Proposal seeking adjustments in the Contract Price shall be submitted no later than 30 days after the date fixed for resumption of Work.

**ARTICLE VI. WORKERS' COMPENSATION.** Contractor represents that he has secured the payment of Worker's Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the Work will so to comply with the said provisions of said Code. Contractor shall supply the Owner with certificates of insurance, in triplicate, evidencing that Worker's Compensation Insurance is in effect and providing that the Owner will receive ten days notice of cancellation. If Contractor self-insures Worker's Compensation, Certificate of Consent to Self-Insure should be provided the Owner.

**ARTICLE VII. JOB SITE CONDITIONS.** Contractor shall assume sole and complete responsibility for job site conditions during the course of construction of the project Work, including safety of all persons and property; and that this requirement shall apply continuously and not be limited to normal working hours.

**ARTICLE VIII. CHANGES IN THE WORK.** New and unforeseen work will be classed as extra work when determined by the Owner that such work is not covered by any of the various items or combination of such items for which there is a bid price. In the event that portions of such work are determined by the Owner to be covered by some of the various items or combinations of such items for which there is a bid price, the remaining portion of such work will be classified as extra work. Extra work also includes work specifically designated as extra work in the Plans and Specifications. Refer to Section 00 63 44 – Changes to the Work.

**ARTICLE IX. COMPLETION.** Upon receipt of written notice that the Work is ready for final review, the Engineer and Owner will promptly make such review, and when the Owner finds the Work satisfactory under the Contract and the Contract fully performed, the Owner will promptly issue a Notice of Completion stating that the Work required by this Contract has been completed. Within 10 days of acceptance, the Owner shall cause the Notice of Completion to be recorded. Final payment shall become due thirty-five (35) days after the date of the recording of the Notice of Completion.

Before issuance of final payment, the Contractor shall submit Conditional Releases as specified in Section 00 52 21 – Waiver and Release Submittals, except that, in the case of disputed indebtedness or liens, the Contractor may submit, in lieu of evidence of payment, a Surety Bond satisfactory to the Owner guaranteeing payment of all such disputed amounts when adjudicated.

**ARTICLE X. TIME OF PERFORMANCE.** The Notice to Proceed is specified in Section 00 55 00 – Notice to Proceed. Beginning of Work and Time of Completion are specified in Section 01 11 00 – Description of Work and Schedule Constraints. Liquidated Damages are those specified in Section 00 52 15 – Liquidated Damages. All time limits stated in the Contract Documents are of the essence.

**ARTICLE XI. INDEMNITY AND INSURANCE.** Contractor shall indemnify Owner in accordance with the provisions of Section 00 73 15 – Indemnity Agreement. Prior to commencing Work, the

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Contractor shall obtain at his own expense, and agrees to keep in effect during the life of this Contract, as a minimum requirement, the insurance described in Section 00 73 16 – Insurance Requirements. The Contractor shall furnish evidence of the required insurance coverages to the Owner prior to execution of the Contract Documents.

**ARTICLE XII. ASSIGNMENT OF CLAYTON ACT AND CARTWRIGHT ACT RIGHTS.**

Per Government Code Section 4552, in submitting its Bid and entering into the Contract or a subcontract to supply goods, services, or materials pursuant to the Contract, the Contractor or subcontractor offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment shall be made and become effective at the time the Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

**ARTICLE XIII. ASSIGNMENT AND TRANSFER OF CONTRACT.** The Contractor shall not assign or transfer this Contract or any part thereof or any interest therein without consent in writing of the Owner and the Contractor's Surety, and any such assignment or transfer without such written consent shall be null and void.

**ARTICLE XIV. CLAIMS AND DISPUTE RESOLUTION.** Claims and disputes shall be resolved in accordance with the provisions of Public Contracts Code Section 9204, as set forth in Section 00 64 00 of these specifications.

**ARTICLE XV. HEADINGS AND INTERPRETATION.** The headings in the Contract Documents are solely for the convenience of the parties, and are not intended to and shall not be construed to in any way limit Contractor's duties with respect to the performance of the Work as provided in the Contract Documents. Any uncertainty or ambiguity in the language of this Contract or the Contract Documents shall not be construed against the party drafting the same, but shall be construed as if both parties prepared the same and any provision to the contrary in Civil Code § 1654 is waived by the parties.

**ARTICLE XVI. REMEDIES.** The remedies given to Owner in the Contract Documents shall not be exclusive, but shall be cumulative and in addition to all remedies now or hereafter allowed by law.

If any provision of the Contract Documents is void or unenforceable, the same shall in no way affect the validity or enforceability of any other provision of the Contract Documents or the validity or enforceability of this Contract as a whole.

This Contract shall be binding upon and shall inure to the benefit of the parties hereto, as well as their respective heirs, successors and assigns.

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IN WITNESS WHEREOF, they had executed this Contract this \_\_\_\_\_ day of  
\_\_\_\_\_, 2026.

\_\_\_\_\_  
Contractor

City of Patterson \_\_\_\_\_  
Owner

By \_\_\_\_\_

By \_\_\_\_\_

ATTEST: \_\_\_\_\_

**END SECTION**

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**SECTION 00 52 15**  
**LIQUIDATED DAMAGES**

**PART 1 GENERAL**

*1.1 LIQUIDATED DAMAGES*

- A. The Contractor shall pay to the Owner the sum of

TWO THOUSAND DOLLARS (\$ 2,000.00)

per day for each and every working day's delay in finishing the work in excess of the number of working days prescribed in Section 00 21 13 of these specifications.

- B. It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements is not finished or completed within the number of calendar days as set forth above, damage will be sustained by the City , and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City of Patterson will sustain in the event of and by reason of the delay; and it is therefore agreed that the Contractor will pay to the City of Patterson the sum set forth above per day for each and every calendar day's delay in finishing the work in excess of the number of calendar days prescribed; and the Contractor agrees to pay the liquidated damages herein provided for, and further agrees that the City of Patterson may deduct the amount thereof from any moneys due or that may become due the Contractor under the contract.
- C. 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 number of calendar days specified, the Engineer shall have the right to increase the number of calendar days or not, as the Engineer may deem best to serve the interest of the City of Patterson and if the Engineer decides to increase the number of calendar days, the Engineer shall further have the right to charge to the Contractor, or the Contractor's heirs, assigns or sureties and to deduct from the final payment for the work all or any part, as the Engineer 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 the extension, except that cost of final surveys and preparation of final estimate shall not be included in the charges.
- D. The Contractor will be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering and inspection for any portion of the delay in completion of the work beyond the time named above for the completion of the work caused by acts of God or of the public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargoes, provided that the Contractor shall notify the Engineer in writing of the causes of delay within 15 days from the beginning of that delay. The Engineer shall ascertain the facts and the extent of the delay, and the Engineer's findings thereon shall be final and conclusive.

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- E. No extension of time will be granted for a delay caused by a shortage of materials unless the Contractor furnishes to the Engineer documentary proof that the Contractor has made every effort to obtain the materials from all known sources within reasonable reach of the work in a diligent and timely manner, and further proof in the form of supplementary progress schedules that the inability to obtain the materials when originally planned did in fact cause a delay in final completion of the entire work which could not be compensated for by revising the sequence of the Contractor's operations. The term "shortage of materials," as used in this section, shall apply only to materials, articles, parts or equipment which are standard items and are to be incorporated in the work. The term "shortage of materials," shall not apply to materials, parts, articles or equipment which are processed, made, constructed, fabricated or manufactured to meet the specific requirements of the contract. Only physical shortage of material will be considered as a cause for extension of time. Delays in obtaining materials due to priority in filling orders will not constitute a shortage of materials.
- F. If the Contractor is delayed in completion of the work by reason of changes made by City of Patterson or by failure of the City of Patterson to acquire or clear right of way, or by any act of the Engineer or of the City of Patterson not contemplated by the contract, an extension of time commensurate with the delay in completion of the work thus caused will be granted, and the Contractor shall be relieved from any claim for liquidated damages, or engineering and inspection charges or other penalties for the period covered by that extension of time; provided that the Contractor shall notify the Engineer in writing of the causes of delay within 15 days from the beginning of the delay. The Engineer shall ascertain the facts and the extent of the delay, and the Engineer's findings thereon shall be final and conclusive.

**END SECTION**

**SECTION 00 52 17**  
**CONTRACTOR'S RESPONSIBILITIES**

**PART 1 GENERAL**

*1.1 SUPERVISION AND SUPERINTENDENCE*

- A. Contractor shall supervise, inspect, and direct the Work competently and apply such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the specific means, methods, techniques, sequence, or procedure of construction required to complete the project as specified by the Contract Documents. Contractor shall be responsible to see that the completed Work complies accurately with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent thereto who shall not be replaced without written notice to Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

*1.2 MAINTAINING TRAFFIC*

- A. A Traffic Control Plan shall be submitted to the City and approved prior to the City issuing a Notice to Proceed.
- B. Traffic and Access: The Contractor's operations shall cause no unnecessary inconvenience. The access rights of the public shall be considered at all times. Unless otherwise authorized, traffic shall be permitted to pass through the Work, otherwise a detour, approved by the Engineer, shall be provided. Whenever it is necessary to cross, obstruct, or close roads, driveways and walks, whether public or private, Contractor shall provide and maintain suitable and safe bridges, detours, or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to owners of private drives before interfering with them. Such maintenance of traffic will not be required when Contractor has obtained written permission from the owner and tenant of private property involved, to obstruct traffic at the designated point.
  - a. The Contractor shall maintain one 12-foot travel lane in each direction at all times.
  - b. The Contractor shall maintain one 12-foot travel lane and shall provide flaggers at each end of the lane restriction, to allow alternating traffic to pass through the project area.
  - c. The contractor shall post 'No Parking' signs at least 48 hours prior to the commencement of work on all affected streets.

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- d. Contractor shall maintain an ADA path of travel. ADA path of travel shall be accommodated at all times during the project
- C. In making open cut street crossings, Contractor shall not block more than one-half of the street at a time.
- D. Contractor shall construct substantial bridges (or trench plates when adequate) at all points where it is necessary to maintain traffic across pipeline construction. Bridges in public streets shall be acceptable to the Owner. Bridges erected in private roads and driveways shall be adequate for the service to which they will be subjected. Bridges shall be maintained in place as long as the conditions of the work require their use for safety of the public, except that when necessary for the proper prosecution of the Work in the immediate vicinity of a bridge, the bridge may be relocated or temporarily removed for such period as Engineer may permit.
- E. The type and location of signs, lights, flags, flagmen and other traffic control and safety devices shall be in accordance with the "California Manual on Uniform Traffic Control Devices" (CA MUTCD), latest edition, issued by the State of California, Department of Transportation. Copies of the Manual may be obtained from the Permits Engineer, State Department of Transportation, or on the internet at [www.dot.ca.gov](http://www.dot.ca.gov).
- F. Reflectivity of construction signs shall conform to the State Standard Specifications.
- G. Based on all the above, Contractor shall determine the need for any signs, lights, flags, flagmen and any other traffic control and traffic safety devices and shall include all such costs in the Traffic Control item of Contractor's Bid. No other compensation will be made.

1.3 OBSTRUCTIONS

- A. Attention is directed to the possible existence of underground utility facilities not indicated on the plans and to the possibility that utility lines may be in a location different from that which is indicated on the plans. The Contractor shall ascertain the exact location of underground utilities whose presence is indicated on the plans, the location of their service laterals or other appurtenances, and of existing service lateral or appurtenances of any other underground facilities which can be inferred from the presence of visible facilities such as buildings, meters and junction boxes, prior to doing work that may damage any of the facilities or interfere with their service.
- B. If the Contractor cannot locate an underground facility whose presence is indicated on the plans, the Contractor shall so notify the Engineer in writing. If the facility for which the notice is given is in a substantially different location from that indicated on the plans or in the special provisions, the additional cost of locating the facility will be paid for as extra work as provided in the General Conditions.
- C. If the Contractor discovers underground utilities not indicated on the Plans, the Contractor shall immediately give the Engineer and the Utility Company written notification of the existence of those facilities. The utilities shall be located and protected from damage as directed by the Engineer, and the cost of that work will

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be paid for as extra work as provided in the General Conditions. The Contractor shall, if directed by the Engineer, repair any damage which may occur to the utilities. The cost of that repair work, not due to the failure of the Contractor to exercise reasonable care, will be paid for as extra work as provided in the General Conditions. Damage due to the Contractor's failure to exercise reasonable care shall be repaired at the Contractor's cost and expense.

- D. Where it is determined by the Engineer that the rearrangement of an underground facility is essential in order to accommodate the project improvements and the plans do not provide that the facility is to be rearranged, the Engineer will provide for the rearrangement of the facility by other forces or the rearrangement shall be performed by the Contractor and will be paid for as extra work.
- E. When ordered by the Engineer in writing, the Contractor shall rearrange any utility or other non highway facility necessary to be rearranged as a part of the project improvements, and that work will be paid for as extra work.
- F. Should the Contractor desire to have any rearrangement made in any utility facility, or other improvement, for the Contractor's convenience in order to facilitate the Contractor's construction operations, which rearrangement is in addition to, or different from, the rearrangements indicated on the Plans, the Contractor shall make whatever arrangements are necessary with the owners of the utility or other facility for the rearrangement and bear all expenses in connection therewith.
- G. The Contractor shall immediately notify the Engineer of any delays to the Contractor's operations as a direct result of utility facilities which were not indicated on the Plans or were located in a position substantially different from that indicated on the Plans, or as a direct result of utility or other non highway facilities not being rearranged as herein provided (other than delays in connection with rearrangements made to facilitate the Contractor's construction operations or delays due to a strike or labor dispute). These delays will be considered delays within the meaning of Section 8-1.07, "Delays" of the State Standard Specifications, and compensation for the delay will be determined in conformance with the provisions in Section 8-1.07. The Contractor shall be entitled to no other compensation for that delay.
- H. Any delays to the Contractor's operations as a direct result of utility or other non highway facilities not being rearranged as provided in this Section, due to a strike or labor dispute, will entitle the Contractor to an extension of time as provided in Section 00 52 15 - Liquidated Damages. The Contractor shall be entitled to no other compensation for that delay.
- I. Full compensation for conforming to the requirements of this article shall be considered as included in the various contract items of work and no separate payment will be made therefore.

**1.4 PRE-CONSTRUCTION MEETING**

- A. The Contractor and its job superintendent, the Contractor's subcontractors and their job superintendents will be required to attend the pre-construction conference scheduled by the Owner as specified in Section 01 31 19 – Project Meetings. A project schedule shall be submitted by the Contractor at this meeting.

**1.5 SAFETY REPRESENTATIVE**

- A. The Contractor shall provide, at the site, such equipment and medical facilities as are necessary to supply first aid service to anyone who may be injured in connection with the Work. The Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with the performance of the Work, whether on or adjacent to the site, with cause of death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injury or serious damage to the property are caused, the accident shall be reported immediately by telephone or messenger to the Engineer. If any claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.

**1.6 SAFETY AND PROTECTION**

- A. Safety and Protection: The Contractor shall have at the work site, copies or suitable extracts of Construction Safety Orders, issued by Cal-OSHA. He shall comply with provisions of these and all other applicable laws, ordinances and regulations.
1. Contractors must comply with provisions of the safety and health regulations for construction, promulgated by the Secretary of Labor under Section 107 of the Contract Work Hours and Safety Standards Act, as set forth in Title 29 C.F.R.
  2. In order to protect the lives and health of his employees under the Contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment or work under the Contract.
  3. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his facilities, appliances, and methods and for any damage which may result from their failure or their improper construction, maintenance or operation.
  4. The Contractor agrees that it shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and that the Contractor shall defend, indemnify and hold the Owner, and Provost & Pritchard Engineering Group, Inc. harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of Owner or the Engineer.
  5. In accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work.

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This requirement will apply continuously and not be limited to normal working hours.

6. The duty of the Engineer to conduct construction review of the Contractor's performance and the undertaking of inspections by the Engineer or the giving of instructions as authorized herein is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the construction site and shall not be construed as supervision of the actual construction nor make the Engineer or the Owner responsible for providing a safe place for the performance of work by the Contractor, subcontractors, or suppliers; or for access, visits, use, work, travel or occupancy by any person.
7. The Owner, the Engineer, and their respective employees' site responsibilities are limited solely to the activities of the Owner's and Engineer's employees on site. These responsibilities shall not be inferred by any party to mean that the Owner or Engineer has responsibility for site safety. Safety in, on, or about the site is the sole and exclusive responsibility of the Contractor alone. The contractor's methods of work performance, superintendence and the Contractor's employees, and sequencing of construction are also the sole and exclusive responsibilities of the Contractor alone.

B. Contractor shall comply with Public Contract Code Section 7104

1. The Contractor's attention is directed to the provisions of Public Contract Code Section 7104. This section requires that any public works contract which involves digging trenches or other excavations that extend deeper than four feet below ground level contain provisions requiring that (i) the Contractor must notify the local agency of certain specified conditions relating to hazardous waste, unexpected subsurface or latent conditions, or unknown physical conditions, (ii) the local agency must promptly investigate any such conditions reported to it and issue a change order if it makes certain findings regarding those conditions, and (iii) in the event of a dispute between the local agency and the Contractor as to whether hazardous waste exists or whether the conditions encountered differ from those expected, the Contractor is not excused from performance, but must proceed with all Work to be performed under the contract.
2. Full compensation for all costs involved in locating, verifying, protecting, exposing, bracing, and otherwise providing for utilities and compliance with Public Contract Code Section 7104 shall be included in the amounts bid for Miscellaneous Facilities and Operations or the various items of Work, and no separate payment shall be made therefor.

C. The Contractor shall include all costs for the above items in the various bid items, and no separate payment will be made therefore.

**1.7 ACCIDENT PREVENTION**

- A. Precaution shall be exercised by the Contractor at all times for the protection of persons (including Owner, Engineer, and Regulatory Agency employees) and

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property. The safety provisions of applicable laws, and of building and construction codes shall be observed. Machinery, equipment and other hazards shall be guarded or eliminated.

- B. First aid facilities and information posters conforming at least to the minimum requirements of the Occupational Safety and Health Administration shall be provided in a readily accessible location or locations.
- C. The Contractor shall make all reports as are, or may be, required by any authority having jurisdiction, and permit all safety inspections of the work being performed under this Contract. Before proceeding with any construction work, the Contractor shall take the necessary action to comply with all provisions for safety and accident prevention.

**1.8 PROTECTION OF EXISTING ITEMS**

- A. The Contractor shall protect all existing utilities, structures, trees, shrubs, and other items on the project site that are to be preserved, by substantial barricades or other devices commensurate with the hazard, from injury or destruction by vehicles, equipment, workmen, or other agents.
- B. Contractor will be held responsible for any damage to existing utilities, structures, roadways and walkways, Work; materials; or equipment because of his operations and shall repair or replace any damaged utilities, structures, roadways, and walkways, work, materials, or equipment to the satisfaction of, and at no additional cost to, the Owner.

**1.9 PROJECT SECURITY**

- A. The Contractor shall make adequate provision for the protection of the Work area against fire, theft, and vandalism, and for the protection of the public against exposure to injury.
- B. Sufficient number of fire extinguishers of the type and capacity required to protect the Work and ancillary facilities, shall be provided in readily accessible locations.

**1.10 PERMITS AND LICENSES**

- A. The Contractor shall procure all permits and licenses, pay all charges and fees, as required, and give all notices necessary and incidental to the due and lawful prosecution of the work.
- B. A City of Patterson business license will be required for the for the Contractor and all Subcontractors, and may be secured at Patterson City Hall. The Contractor and all Subcontractors shall pay all fees according to the City of Patterson Business License Application business included in these specifications following this section. No compensation will be made for this requirement.
- C. The entire project is located within the City of Patterson Right-of-Way. A City of Patterson Encroachment Permit is required. A copy of "dummy" permit is included in these specifications following this section. The City will not charge a fee for the

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Encroachment Permit. Obtaining the no-fee Encroachment Permit shall be included in the Contractor's bid under the Traffic Control item. No additional compensation will be made.

- D. If the Contractor would like to use water from a City fire hydrant, the contractor shall obtain a no-fee fire hydrant use permit as described in Section 01 51 36 of these Specifications. A copy of the City's fire hydrant use permit application is included in these specifications following this section.
- E. A City of Patterson Waste Management Plan is required. A copy of the Plan requirements is included in these specifications following this section. All work associated with preparing the Waste Management Plan shall be included in the Contractor's bid under the Traffic Control item. No additional compensation will be made.
- F. The Contractor shall complete the Erosion and Sediment Control Plan (ESCP) included in these specifications following this section. All work associated with completing the ESCP shall be included in the Contractor's bid under the Storm Water Pollution Prevention Plan & Implementation item. See Specifications sections 01 57 13 and 01 57 23 for additional Contractor responsibilities associated with erosion control and storm water pollution prevention.

*1.11 PROJECT SITE MAINTENANCE*

- A. Throughout all phases of construction, including suspension of work, and until final acceptance of the project, the Contractor shall keep the work site clean and free from rubbish and debris.
- B. Materials and equipment shall be removed from the site as soon as they are no longer necessary; and upon completion of the work and before final inspection, the entire work site shall be cleared of equipment, unused materials and rubbish so as to present a satisfactory clean and neat appearance. All cleanup and project site maintenance costs shall be included in the Contractor's Bid.

*1.12 DEWATERING*

- A. Comply with Section 31 23 17 – Trenching, Backfilling and Compaction.

*1.13 STORM WATER CONTROL*

- A. Contractor shall be responsible for managing storm water runoff during the construction period. See Section 01 57 23 of these Specifications. Contractor's full range of responsibilities is set forth in that section, but includes the following non-exhaustive list of duties:
  - 1. Contractor shall retain a Qualified SWPPP Developer (QSD) as recognized by the State of California, who shall prepare and submit a Storm Water Pollution Prevention Plan for the project. See Section 01 57 23 of these Specifications.

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2. Contractor shall retain and provide the services of a Qualified SWPPP Practitioner (QSP) as recognized by the State of California, who shall perform or oversee all necessary monitoring, testing and reporting prescribed by the SWPPP and the State of California Construction General Permit. The QSP duties may be performed by the QSD.
3. The names and qualifications of the person or persons designated as the project QSD and QSP shall be provided to the Engineer prior to the start of construction.
4. The Project QSP or QSD shall prepare and post to SMARTS all required testing and reporting as mandated by the SWPPP and the Construction General Permit, including periodic inspection reports, quarterly reports, reports of non-storm water discharge, and annual reports. The City, as the Legally Responsible Party, will certify these reports after they are posted to SMARTS.
5. All Water Board fees for SWPPP-related tasks and posts shall be included in the Contractor's bid for this item of work.

*1.14 USE OF SITE AND OTHER AREAS*

- A. The Contractor shall effectively secure and protect adjacent property and structures, crops and other vegetation.
- B. Contractor shall repair all fences damaged during the work.
- C. In all cases where the Contractor removes fences to obtain room to work, he shall provide and install temporary fencing as required. Prior to completion of construction, the Contractor shall restore all original fences to the satisfaction of the Engineer. All costs of providing, work required for site maintenance and maintaining and restoring gates and fencing shall be borne by the Contractor.
- D. The Contractor shall use extreme care during construction to prevent damage from dust to crops and adjacent property. The Contractor shall also abate dust nuisance by cleaning, sweeping and sprinkling with water or other means as necessary. Dust control shall conform to the applicable provisions of Section 10-5 of the State Standard Specifications. All cleanup, dust control, and project site maintenance costs shall be absorbed in the Contractor's Bid.
- E. The Contractor shall be responsible for all damage to any property resulting from trespass by the Contractor or his employees in the course of their employment, whether such trespass was committed with or without the consent or knowledge of the Contractor.
- F. The Contractor shall provide and maintain enclosed toilets for the use of employees engaged in the Work. These accommodations shall be maintained in a neat and sanitary condition. They shall also comply with all applicable laws, ordinances, and regulations pertaining to the public health and sanitation of dwellings and camps.

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- G. All traffic signs and street signs within the limits of the improvement shall be removed, salvaged and stockpiled at locations designated by the Engineer. Traffic control signs and street signs will be replaced upon the completion of the Work and the cost of removal and replacement will be included in various bid items, and no separate payment will be made as such.
- H. Compensation for any necessary work required for site maintenance shall be considered as included in the prices paid for the various bid items and no additional compensation will be made therefore.

*1.15 EMERGENCIES*

- A. In the event of an emergency or unusual conditions endangering life, the Work, or adjacent property, the Contractor may, without special instructions or authorization, act at his discretion to prevent or eliminate such danger. If the Engineer determines that a change in the Contract Documents is required due to the action taken by the Contractor in response to such an emergency, a change order will be issued.

*1.16 AIR POLLUTION CONTROL*

- A. The Contractor shall not discharge smoke, dust or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.
- B. Contractor shall comply with the San Joaquin Valley Air Pollution Control District (SJVAPCD) Regulation VIII. Dust control shall be as specified in Section 01 57 27 – Dust Control.
- C. Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Acts of 1970 and Cal OSHA.

*1.17 PROJECT SITE SECURITY*

- A. The Contractor shall secure the project site at all times when work is not in progress. It shall be his responsibility to protect existing and newly construction facilities from damage due to his construction operations and shall be responsible for the repair or replacement of any facilities which are damaged due to his failure to secure the project site.
- B. Contractor shall make his own arrangements, pay for and assume all responsibility for acquiring, using and disposing of additional work areas and facilities temporarily required by him. He shall indemnify and hold the Owner harmless from all claims for damages occasioned by such actions.

*1.18 NOTIFICATION*

- A. The Owner shall be supplied at all times with the names and telephone numbers of at least two (2) persons in charge of or responsible for the work, who can be reached for emergency work twenty-four (24) hours a day, seven (7) days a week.

An Emergency Contact List with contact numbers and addresses for the Sheriff, Police, Fire Department, the names and telephone numbers of at least two (2)

CITY OF PATTERSON  
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medical doctors practicing in the vicinity and the local ambulance service shall be prominently displayed adjacent to telephones.

- B. The Contractor shall notify the Owner at least forty-eight (48) hours prior to commencing work.
- C. Contractor shall notify USA Underground Service Alert Organization for utility underground permits per Section 4216 of the government Code. The Contractor shall obtain all identification numbers and certifications required for underground utility locations prior to starting excavation within the project limits of work. The Underground Service Alert Phone Number is 800-227-2600. The Contractor shall immediately notify the District and the utility owner if he/she disturbs, disconnects, or damages any utility.

**1.19 LABOR**

- A. No person whose age or physical condition is such as to make his employment dangerous to his health and safety or to the health and safety of others shall be employed on the Work, and in no event shall any person under the age of sixteen (16) years be employed.

**END SECTION**



# CITY OF PATTERSON

## CONTRACTOR & SUBCONTRACTOR BUSINESS LICENSE INFORMATION

1 Plaza Circle ▪ PO Box 667 ▪ Patterson, California 95363 ▪ Office 209.895.8040 ▪ Fax 209.895.8069

Dear New Business Owner,

Congratulations on your new business venture! Welcome to the growing and developing business community of the City of Patterson. The material in this packet provides information that may be useful to you during your application process for a business license for the City of Patterson.

The business license application must be processed and approved **before** any entity located within the City of Patterson can conduct business. The application must include the Commercial Recycling Compliance Surveys, Proof of Workers Compensation, and applicable fees payable in cash or check, to the City of Patterson Finance Department.

**Submitted in-person to:**

City Hall - 1st Floor (Finance Department)  
1 Plaza  
Patterson, CA 95363

**Mail to:**

City of Patterson  
PO Box 667  
Patterson, CA 95363

All businesses located within a local commercial facility (e.g., leased office space, retail store, warehouse, etc.) will need to meet requirements in effect by the City's Planning, Building, Fire, and Public Works departments. Building inspections will need to be scheduled as part of the application process.

All businesses operating from the owners' residences within the City of Patterson (including internet sales, professional services such as contractors and subcontractors, as well as all other allowable types of home-based businesses) are required to obtain and maintain a City of Patterson Business License and Home Occupational Use Permit.

All businesses, including *out-of-town* businesses, are expected and required to ensure they have all applicable permits and certifications that their business practice need to remain in compliance with the local, state, and federal laws and regulations.

All City of Patterson business licenses are valid from the date issued through the end of the fiscal year (June 30th), regardless of the issue date. Application fees are not prorated. Annual renewal notices are sent in June and due by July 31st. All licenses are considered current during the grace period of July 1 – July 31. If payment is not received during that time, the license will be considered delinquent and will incur a 10% late fee.

**Please Note:** Any licenses within City limits will be referred to Code Enforcement with outstanding fees on August 31<sup>st</sup>. If a contractor and/or outside of City limits, the business license will be inactivated.

**Please Note:** In the event your application is rejected you must contact the City Finance Department within 30 days of rejection date to request a refund of the business license application fee.

## Disability Access - SB 1186

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On September 19, 2012 Governor Brown signed into law SB 1186, Chapter 383, which adds a state fee of \$1 [on January 1<sup>st</sup>, 2018 Certified Access Specialist (CASp) program fee increased to \$4], on any application for local business license or similar instrument or permit, or renewal thereof. The purpose is to increase disability access and compliance with construction-related accessibility requirements and to develop educational resources for businesses in order to facilitate compliance with federal and state disability laws, as specified.

Under federal and state law, compliance with disability access laws is a serious and significant responsibility that applies to all California building owners and tenants with buildings open to the public. You may obtain information about your legal obligations and how to comply with disability access laws at the following agencies:

The Division of the State Architect [www.dgs.ca.gov/dsa/home.aspx](http://www.dgs.ca.gov/dsa/home.aspx)  
The Department of Rehabilitation [www.rehab.cahwnet.gov](http://www.rehab.cahwnet.gov)  
The California Commission of Disability Access [www.cdda.ca.gov](http://www.cdda.ca.gov)

## Commercial Recycling – AB 1826 & AB 341

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**Public Works Department** ▪ Office 209.895.8060 ▪ Fax 209.895.8069

Assembly Bill 341(AB-341) was passed to meet California’s recycling goal of 75% by the year 2020. AB-341 requires all commercial businesses and public entities that generate **4 cubic yards or more of waste per week** to have a **recycling program** in place. In addition, multi-family apartments with five or more units are also required to form a recycling program.

Assembly Bill 1826 is part of California’s recycling and greenhouse gas (GHG) emission goals. It establishes mandatory **organic recycling** requirements to be phased in over several years to meet the goals of California’s Global Warming Solutions Act, AB 32, of recycling 75% of waste by the year 2020. These organic materials account for nearly one-third of the approximately 30 million tons of waste destined for California’s landfills each year. Diverting organics from landfills for processing into compost and mulch reduces landfill GHG emissions and produces sustainable products that contribute to soil health, plant nutrition, water conservation and carbon sequestration. See chart below to determine if it is applicable to your business.

<b>AB1826 Requirements</b>	
For implementing an ORGANIC waste program	
<b>Date</b>	<b>Threshold amounts for Businesses</b>
<b>April 1, 2016</b>	8 cubic yards of organic waste per week
<b>January 1, 2017</b>	4 cubic yards of organic waste per week
<b>January 1, 2019</b>	4 cubic yards of commercial solid waste per week
<b>** “Businesses” includes multi-family complexes with 5 units or more, however, multi-family premises are only required to recycle landscaping waste.</b>	

# Proof of Workers' Compensation Insurance – AB 2883

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Legislation AB 2883, Chapter 205, provides that an applicant for insurance or renewal of a business license issued by a city or county must provide proof of valid current workers' compensation insurance or a current Certificate of Self-Insurance.

Failure to provide insurance will result in a stop order that prohibits the use of labor by the employer and acquires up to a maximum penalty total of \$100,000. Failure to observe stop order is a misdemeanor punishable by imprisonment in the county jail not exceeding 60 days or a fine not exceeding \$10,000, or both.

If you have any questions, please contact your insurance agent.

## Departments & Agencies to Contact

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<b>CITY OF PATTERSON PLANNING DEPARTMENT</b> <b>The proposed business must conform to the zoning standards for the location chosen for the business.</b>	1 Plaza Circle, 2 <sup>nd</sup> floor Patterson, CA 95363 (209) 895-8020
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<b>CITY OF PATTERSON BUILDING DEPARTMENT</b> <b>Local business, except those requiring Home Occupational Use Permits, must schedule inspections through the Building Department. These inspections are <u>in addition</u> to any inspections required for building occupancy.</b>	1 Plaza Circle, 1 <sup>st</sup> floor Patterson, CA 95363 (209) 895-8030
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<b>CITY OF PATTERSON PUBLIC WORKS DEPARTMENT</b> <b>Contact this department for any questions involving public works and environmental compliance requirements.</b>	1 Plaza Circle, 2nd floor Patterson, CA 95363 (209) 895-8060
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<b>STANISLAUS COUNTY CLERK-RECORDER'S OFFICE</b> <b>Contact this agency to register a Fictitious Business Name, if necessary, for business.</b>	1021 I Street Modesto, CA 95354 (209) 525-6700
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<b>STANISLAUS COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES</b> <b>Contact this agency for approval for all food-related businesses, as well as for any businesses that generate hazardous waste.</b>	3800 Cornucopia Way Modesto, CA 95358 (209) 525-6700
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<b>CALIFORNIA STATE BOARD OF EQUALIZATION</b> <b>Contact this agency to obtain a Resell Number (Seller's Permit). Contact by phone to receive the application by mail or receive the application online on their website.</b>	(800) 400-7115 <a href="http://www.boe.ca.gov">www.boe.ca.gov</a>
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<b>INTERNAL REVENUE SERVICE</b> <b>Contact this agency to obtain a Federal Tax Identification Number (Employer's Identification Number), if necessary.</b>	<a href="http://www.irs.gov">www.irs.gov</a>
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In accordance with the Municipal Code Section 5.04.090 License Tax, the rates of license fees to be paid by a person engaging in or carrying on any business or business enterprise in the city are fixed as listed under Title 5 on the following website:

<https://www.codepublishing.com/CA/Patterson/> .

Your business license renewal form includes the amount owing, based on the fees detailed in the Municipal Code, plus the Certified Access Specialist (CASp) fee of \$4.00 per Senate Bill 1186. More information on the CASp fee can be found at: <https://www.dgs.ca.gov/casp>

TITLE 5 BUSINESS LICENSE AND REGULATIONS MC FEES			
AVERAGE MONTHLY RECEIPTS		YEARLY GROSS < or =	LICENSE FEE PER ANNUM
\$0.00	\$ 3,000.00	\$ 36,000.00	\$ 40.00
\$ 3,000.00	\$ 6,000.00	\$ 72,000.00	\$ 70.00
\$ 6,000.01	\$12,000.00	\$144,000.00	\$ 100.00
\$ 12,000.01	\$16,000.00	\$192,000.00	\$ 120.00
\$ 16,000.01	OVER	\$999,999.00	\$ 140.00

- SCHEDULE 1** (Realtor, Miscellaneous Business Retailing, Printing, Publishing)
- SCHEDULE 2** ( Arts & Crafts, Professional & Personal Services)
- SCHEDULE 3** ( Wholesaling, Jobbing, Warehouse, Livestock and Poultry Feed)
- SCHEDULE 4** ( Contractors and Sub-Contractors)
- SCHEDULE 5** ( Manufacturing)

# BUSINESS LICENSE INSPECTION CHECKLIST

Building Department ▪ Office 209.895.8030 ▪ Fax 209.895.8039 ▪ building@ci.patterson.ca.us

In order to facilitate your business license inspection, please review the following general requirements and correct any deficiencies prior to your inspection date. This is a basic checklist and does not list all requirements as others may apply based on the nature of the business.

## FIRE EXTINGUISHERS

1. Provide at least one 2A 10BC extinguisher for every 3,000 square feet or portion thereof of the floor area. Travel distance to a fire extinguisher shall not exceed 75 feet.
2. Extinguishers shall be serviced annually and shall have a current service tag attached to it. Service shall be provided by a licensed service person. Please check fire extinguishers monthly and make sure employees understand how to use one.
3. A type K extinguisher shall be provided in commercial kitchens.

## EXITING, EGRESS & EMERGENCY LIGHTING

1. Exits will be checked to make sure that they have an exit sign. Exit signs graphics shall be a minimum of 6 inches in height. When 2 or more exits are required by Code, exit signs shall be illuminated and have battery backup power.
2. Emergency lighting provided must be maintained and in operable condition.
3. Front exit doors that have locks shall bear a sign "*This door to remain unlocked when building is occupied*". The sign shall be in 1 inch high on a contrasting background
4. Neither exit doors nor exit paths shall be obstructed in any manner.
5. Exit doors shall be maintained in an operable condition at all times.
6. Exit doors shall swing in the direction of exit travel when serving any hazardous area or when occupant load exceeds 49 persons.
7. Doors equipped with panic hardware shall not have thumb-operated devices, dead-bolts, or other similar devices.

## ELECTRICAL

1. Extension cords shall not be used as a substitute for permanent wiring.
2. Power strips shall plug directly into the electrical receptacle. Do not link together or 'daisy chain' power strips together.
3. Appliance cords and extension cords shall be kept in good repair and without splices.
4. All electrical outlets, switches, and junction boxes shall be properly covered with cover plates and the electrical system should be safe from apparent shock and/or other electrical hazards.
5. Electrical panels shall have a minimum clearance of 30" wide, 36" Deep and 6'6" high that has a 36" wide access path to them.
6. Circuit breakers/fuses shall be labeled so as to identify the area protected and shall be clear of any tape, string, or wire.
7. No electrical cords extending through walls, ceilings, floors, under doors, or floor covering

## ACCESSIBILITY

The Americans with Disabilities Act (ADA) is a Federal civil rights law that prohibits the exclusion of people with disabilities from everyday activities, such as buying an item at the store. To meet the goals of the ADA, the law established requirements for existing facilities as well as for compliance when a facility is altered or a new facility is constructed. "Grandfather provisions," that are often used by building code officials, do not exempt existing facilities. The following is a partial list of items that may be reviewed for ADA compliance:

1. Sales and Service Counters (Register Area)

- a. Retail stores where counters have cash registers and are provided for sales or distribution of goods or services to the public, at least one shall have a portion of the counter which is at least 36 inches in length with a maximum height of 36 inches above the finish floor. It shall be on an accessible route with an aisle width of 36 inches and have a 30"x48" area to accommodate a mobility device.
2. Accessible Parking
  - a. Contact Building Department with questions
3. Accessible Entrance
  - a. All grade level entrances may be required to be accessible
4. Fixed Seating and Tables
  - a. Disbursement
5. Doors at Entrances to Businesses
  - a. Max 32" clear
  - b. Max 5# of force
  - c. No round Knob, only levers
6. Shelves and Maneuvering Space
  - a. Max 48" above finished floor (AFF)
7. Restroom Facilities
  - a. Minimum of 1 unisex accessible restroom (contact Building Department)

Some locations meet the requirements of "Safe Harbor" as defined in the 2010 ADA guidelines or the current building code.

#### **PUBLIC WORKS REQUIREMENTS & ENVIRONMENTAL COMPLIANCE:**

1. Ensure that a Backflow Prevention Device is installed & successfully tested to prevent cross-contamination into the Public Water System. Public Works performs initial testing at the time of installation and annual test inspections. See attached information regarding Backflow Prevention Devices.
2. Ensure that a grease trap/interceptor is adequately sized for the type of business and that a maintenance program has been established to ensure that it is being maintained regularly. See attached information regarding Fats, Oils, and Grease (FOG) Program.
3. Maintain compliance with Stormwater Regulations. Ensure that you have the Best Management Practices (BMPS) for your business. See attached information regarding Stormwater BMPS.
4. Ensure that the facility has a water meter and that the business is signed up for utility services (Water, Sewer, and Garbage). Please contact the City's Finance Department at (209) 895-8040 for assistance.
5. Ensure that you have adequate waste disposal and recycling programs in place for your facilities.
  - a. If your business is generating 4 cubic yards or more of solid waste, your facility must have a recycling program. **Please complete and submit the AB 341 Compliance form to the Public Works Department.**
  - b. If your business is generating 4 cubic yards or more of solid waste, (Effective 2019) your facility must have an organic recycling program. **Please complete and submit the AB 1826 Compliance form to the Public Works Department**

#### **PERMIT REQUIREMENTS**

1. **Building permits** are required for any changes to the electrical, mechanical (heating/cooling), plumbing systems and accessibility. Addition, removal or modifications to walls or partitions requires a building permit. Rack systems over 5'9" require a building permit.
2. No additional uses shall be added to a business or adding subtenants without modification of the business license. A separate business license is required for additional businesses.
3. If your business needs any improvement or construction to open and those efforts encroach into the public right-of-way, you will need an **Encroachment Permit**. Contact Public Works at (209) 895-8060 for more information.

## Stormwater & Urban Runoff Pollution

### Overview

- The storm drain system is **NOT** connected to the city sewer system or the wastewater treatment plant. Any water that enters a storm drain flows directly to Salado Creek and then the San Joaquin River, UNTREATED.

- Urban runoff pollution flows to our rivers and into our groundwater through the drain system.

- 18 miles of storm lines that take water and debris straight from Patterson streets to our rivers and groundwater.



### Pollutants Include

- Oil and other automotive fluids
- Paint and construction debris
- Yard and pet wastes
- Pesticides and litter

### Tips

- Place drip pans under the spouts of liquid storage
- Grade and pave the waste receptacles and keep the lids closed, or install a small roof over the waste receptacle area.
- Do not hose out dumpsters! (if washing is required, dispose of wash water in sanitary sewer)
- Inspect dumpster routinely for leaks. Call vendor for replacement as necessary

\*\* Owners and operator of gasoline stations, auto repair shops, office parks and other commercial properties should be aware of the requirements of Stormwater Best Management Practices



## Cross-Connection Control Program

A cross-connection is a connection between the potable water supply and contaminant or pollutant, either from the distribution system or inside your home or business. Cross Connection must be eliminated to ensure your water supply is safe for you to drink.

### Key Terms

**Contaminant:** is an actual hazard to the public health through the poisoning or through the spread of disease.

**Pollutant:** is not an actual hazard to the public health, but does adversely affect the aesthetic qualities of the city water.

**Backflow:** occurs when water from the potable water gets reversed and water from the unprotected source flows back into the potable water system.

### Why does it matter?

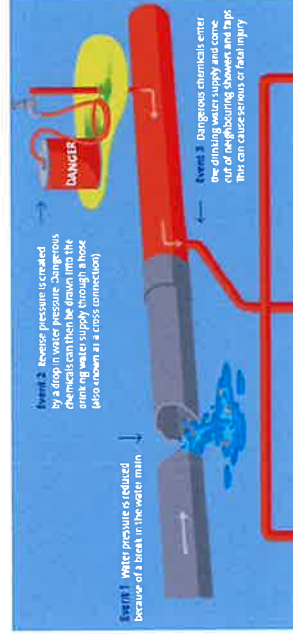
In order for backflow to occur, two things must first happen:

- there must be a link (cross connection between two systems (potable and non-potable).
- The resulting force must go towards the potable water supply (backflow).

### When and who are tested?

Every year businesses with a potential cross connection are tested, these businesses are but **NOT** limited to:

- Medical offices
- Hazardous buildings
- Painting companies
- Printing companies
- Hospitals
- Automotive shops



# The City of Patterson

## Public Works Department

## Business License Informational Brochure



Contact The City of Patterson Public Works Department if you have questions, concerns or comments about any of the programs in this brochure.

City of Patterson  
Public Works Department  
1 Plaza, 2nd floor  
Patterson, Ca. 95363  
Phone (209) 895-8060  
www.ci.patterson.ca.us

## Fats, Oils & Grease (FOG) Program

### Business Information

#### Business Information

Must install grease removal device if your wastewater contains grease, oils, fats, sediments, particular matter or any other material that might impair the flow of the wastewater.

**Grease Traps:** are installed indoors often under the counter, generally used for small establishments.

**Interceptor:** big concrete box portioned off to remove the grease and food waste by trapping things that float and things that settle to the bottom.

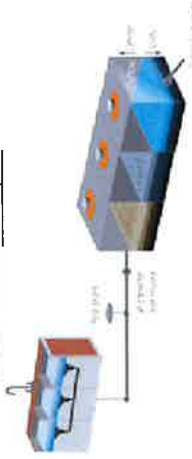
#### Grease Waste Disposal

- **Grease traps** may be cleansed by the restaurant or food service facility, but due to their size,
- **Interceptors** must be cleaned by a cleaning service.

#### Steps to Dealing with Grease Removal

- Never dispose of grease wastes directly to the sewer.
- Contract with a grease disposal company for waste grease pickup.
- Maintain your grease trap or grease interceptor on a regular basis.

#### **Grease Interceptor**



#### **Grease Trap**



## Organic Recycling

#### Who is to Participate?

Any business that produces 4 cubic yards or more of organic waste per week. Effective January 1, 2019, businesses that create 4 cubic yards of waste per week.

#### Why Recycle?

On average, a restaurant disposes of more than 50 tons of organics each year! These materials, when kept out of the landfill, can be composted into new earth-friendly products.

#### The Benefits of Participation

- A comprehensive recycling program including food waste diversion will help reduce your monthly trash bill.
- Benefits the environment-diverts waste from landfills, and turns organic materials into useful by-products such as soil amendments and compost.
- Reduces greenhouse gas emissions and leachate (liquid runoff) caused by decomposing organic landfill waste.
- Helps green your business and assists the City of Patterson with meeting its waste diversion goals.

To find out more about The City of Patterson's Food Waste and Organics Recycling program or to begin a program in your restaurant or food service establishment, please contact The City of Patterson.

#### **Acceptable Material**

Fruits  
Vegetables  
Dairy Products  
Bread & Grains  
Bones  
Meat & Poultry  
Fish & Seafood  
Coffee grounds  
Eggshells  
Plant trimming  
Soiled paper towels  
Paper plates  
Milk Cartons

#### **NOT Accepted Material**

*If it doesn't GROW then it doesn't GO!*

Plastics  
Glass  
Metals  
Styrofoam  
Non-biodegradable



## Commercial and Multi-Unit Recycling

#### Who is to Participate?

- Any business that generates 4 cubic yards or more waste per week
- Multi-families communities with five or more units

#### Arrange for Recycling Services

Businesses that meet threshold must place source-separated recyclable materials in the bins or container provided by Bertolotti Disposal at 1 (800)221-1257

#### Types of Material to Recycle

- Clean, dry paper junk mail, newspaper, magazines, phone books, and catalogs
- Cardboard and chipboard
- Plastic, glass bottles, and jars
- Metal containers and empty aerosol cans
- Plastic bags, bundled

#### Type of Material NOT to Recycle

- Broken glass
- Plastic hangers
- Plastic toys
- Garden hoses
- Rubber tires
- Hazardous waste-paint, batteries, anti-freeze, pesticides, cleaning products, cell phones, appliances, etc.



## Contaminación de Aguas Pluviales y Escorrentía Urbana

### Visión de Conjunto

- El sistema de drenaje de tormentas **NO** está conectado al sistema de alcantarillado de la ciudad ni a la planta de tratamiento de aguas residuales. Cualquier agua que ingrese a un drenaje pluvial fluye directamente a Salado Creek y luego al Río San Joaquín, SIN TRATAR.



- La contaminación de la escorrentía urbana fluye a nuestros ríos y a nuestras aguas subterráneas a través del sistema de drenaje.
- 1.8 millas de líneas de tormenta que llevan agua y escombros directamente desde las calles de Patterson a nuestros ríos y aguas subterráneas.

### Los contaminantes incluyen

- Aceite y otros fluidos automotrices
- Pintura y escombros de construcción
- Desperdicios de jardín y mascotas
- Pesticidas y basura

### Consejos

- Coloque las bandejas de goteo debajo de las boquillas de almacenamiento de líquidos
- Clasifique y pavimente los receptáculos de desechos y mantenga las tapas cerradas, o instale un techo pequeño sobre el área del receptáculo de desechos.
- ¡No manguere los contenedores de basura! (Si se requiere lavar, deseche el agua de lavado en el alcantarillado sanitario)
- Inspeccione el contenedor de basura rutinariamente para detectar fugas. Llame al vendedor para reemplazarlo según sea necesario.

\*\* Los propietarios y operadores de estaciones de gasolina, talleres de reparación de automóviles, parques de oficinas y otras propiedades comerciales deben conocer los requisitos de las mejores prácticas de gestión de aguas pluviales.



## Programa de Control de Conexión Cruzada

Una conexión cruzada es una conexión entre el suministro de agua potable y el contaminante, ya sea del sistema de distribución o dentro de su hogar o negocio. La conexión cruzada debe eliminarse para garantizar que su suministro de agua sea seguro para que pueda beber.

### Palabras Clave

**Contaminar:** es un peligro real para la salud pública a través del envenenamiento o la propagación de enfermedades.

**Contaminante:** no es un peligro real para la salud pública, pero sí afecta negativamente a las cualidades estéticas del agua de la ciudad.

**Contraflujo:** ocurre cuando el agua del agua potable se invierte y el agua de la fuente desprotegida fluye de regreso al sistema de agua potable.

### ¿Por qué eso importa?

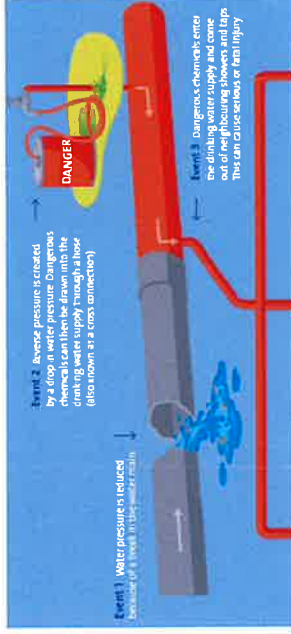
Para que se produzca un contraflujo, primero deben suceder dos cosas:

- Debe haber un enlace (conexión cruzada entre dos sistemas (potable y no potable).
- La fuerza resultante debe ir hacia el suministro de agua potable (contraflujo).

### ¿Cuándo y quiénes son probados?

Cada año se prueban las empresas con una posible conexión cruzada, estas empresas **NO ESTÁN** limitadas a:

- Consultorios médicos
- Edificios peligrosos
- Empresas de pintura
- Imprentas
- Hospitales
- Taller mecánico



## La Ciudad de Patterson

### Departamento de Obras Públicas

## Folleto Informativo para Licencia Comercial



Póngase en contacto con el Departamento de Obras Públicas de la Ciudad de Patterson si tiene preguntas, inquietudes o comentarios sobre cualquiera de los programas en este folleto.

Ciudad de Patterson  
Departamento de Obras Públicas  
1 Plaza, 2do piso  
Patterson, Ca. 95363  
Teléfono (209) 895-8060  
www.ci.patterson.ca.us

## Programa de Manteca, Aceite, y Grasa

### Información para negocios

Debe instalar un dispositivo de eliminación de grasa si sus aguas residuales contienen manteca, aceites, grasas, sedimentos, materia particular o cualquier otro material que pueda perjudicar el flujo de las aguas residuales.

**Trampas de grasa:** se instalan en el interior, a debajo del mostrador, generalmente se usan para establecimientos pequeños.

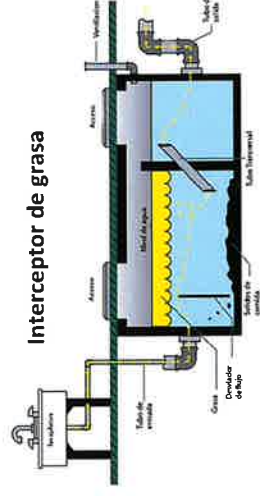
**Interceptor:** Caja grande de concreto dividida para eliminar la grasa y el desperdicio de comida al atrapar las cosas que flotan y las que se asientan en el fondo.

### Eliminación de Desechos de Grasa

- Las **trampas de grasa** pueden ser limpiadas por el restaurante o la instalación de servicio de alimentos, pero debido a su tamaño, los **interceptores** deben ser limpiados por un servicio de limpieza.

### Pasos para Lidar con la Eliminación de la Grasa

- Nunca deseches los residuos de grasa directamente en el alcantarillado.
- Contrato con una empresa de eliminación de grasa para recogida de grasa residual.
- Mantenga su trampa de grasa o interceptor de grasa regularmente.



Interceptor de grasa

### Trampa de grasa



## Reciclaje Orgánico

### ¿Quién debe participar?

Cualquier negocio que produzca 4 yardas cúbicas o más de desechos orgánicos por semana. A partir del 1 de enero de 2019, las empresas que crean 4 yardas cúbicas de desechos por semana.

### ¿Por qué reciclar?

En promedio, un restaurante dispone de más de 50 toneladas de productos orgánicos cada año! Estos materiales, cuando se mantienen fuera del vertedero, se pueden convertir en abono en algunos nuevos productos amigables con el planeta.

### Los beneficios de la participación

- Un programa integral de reciclaje que incluya desvío de desperdicios alimentarios ayudará a reducir su factura mensual de basura.
- Beneficia al medio ambiente: desvía los desechos de los vertederos y convierte los materiales orgánicos en subproductos útiles, como las enmiendas del suelo y el compost.
- Reduce las emisiones de gases de efecto invernadero y el lixiviado (escurrimiento líquido) causado por la descomposición de los residuos orgánicos del vertedero.
- Ayuda a que su empresa sea más ecológica y ayude a la Ciudad de Patterson a cumplir sus objetivos de desviación de desechos.

Para obtener más información sobre el programa de Reciclaje de Desechos de Alimentos y Orgánicos de la Ciudad de Patterson o para comenzar un programa en su restaurante o establecimiento de servicio de alimentos,

### Material Aceptable

Frutas  
Vegetales  
Productos lácteos  
Pan y granos  
Huesos  
Carne de ave  
Pescado y Marisco  
Granos de café  
Cáscaras de huevo  
Recorte de la planta  
Toallas de papel sucias  
Platos de papel  
Cartones de leche

### Material NO Aceptado

¡Si no CRECE, entonces NO VA!  
Plástica  
Vaso  
Rieles  
Espuma de poliestireno  
No es biodegradable



## Reciclaje comercial y de unidades múltiples

### ¿Quién debe participar?

- Cualquier negocio que genere 4 yardas cúbicas o más de desechos por semana
- Comunidades multifamiliares con cinco o más unidades

### Organice los servicios de reciclaje

Las empresas que cumplan con el umbral deben colocar materiales reciclables separados por fuente en los contenedores o recipientes provistos por Bertolotti Disposal al 1 (800) 221-1257

### Tipos de material para reciclar

- Correo no deseado limpio y seco, periódicos, revistas, guías telefónicas y catálogos
- Cartón y aglomerado
- Plástico, botellas de vidrio y frascos
- Contenedores de metal y latas de aerosol vacías
- bolsas de plástico agrupadas

### Tipo de material NO reciclable

- Vidrio roto
- Contaminado o mojado
- Perchas de plástico
- Juguetes de plástico
- Mangueras de jardín
- Neumáticos de goma
- Residuos peligrosos: pintura, baterías, anticongelantes, pesticidas, productos de limpieza, teléfonos celulares, electrodomésticos, etc..





# BUSINESS LICENSE APPLICATION CONTRACTOR & SUBCONTRACTOR

(select all that apply)  New Application  Address Change  Owner Change  Name Change

Proposed Business Start Date \_\_\_\_\_ Ownership Type  Sole Proprietorship  Partnership  Corporation

Business Name \_\_\_\_\_ Parent Company \_\_\_\_\_

Owner/Contact Person \_\_\_\_\_ Contact Phone # \_\_\_\_\_

Nature of Business \_\_\_\_\_ Business Phone # \_\_\_\_\_

Email \_\_\_\_\_ State Contractor's License # (if applicable) \_\_\_\_\_

Tax I.D. # \_\_\_\_\_ CA Sellers Permit # \_\_\_\_\_ Number of Employees \_\_\_\_\_

Business Address _____	(If different from business address.) Mailing Address _____
City _____ State _____ Zip Code _____	City _____ State _____ Zip Code _____

Job Site Address (If applicable) \_\_\_\_\_

Is this a home based business?  Yes  No

Will you sell or serve alcohol?  Yes  No

Will you sell food or drinks?  Yes  No If yes, you are required to get approval from the Health Department

Do you have pool tables in your place of business?  Yes  No If yes, how many? \_\_\_\_\_

The average **annual** gross receipts from business conducted **within the City of Patterson** are expected to be: (please select the appropriate Schedule from the attached table and circle below.)

**UNDER PENALTY OF PERJURY,  
I DECLARE THE FOREGOING TO BE TRUE AND  
CORRECT.**

SCHEDULE:  1  2  3  4  5 Annual Gross \$ \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

First Time Application Fee	\$ 28
FEE	
SB 1186_ State Mandated Access Fund Fee	\$ 4
<b>TOTAL DUE</b>	

### CITY USE ONLY

Customer # \_\_\_\_\_

DEPARTMENT	DATE	EVALUATION   RESTRICTIONS
Planning		
Building		
Fire		
Public Works		
Utility Sign-Up		
Health		<input type="checkbox"/> Approved



# BUSINESS LICENSE APPLICATION

## WORKERS' COMPENSATION & SUPPLEMENTAL INFORMATION

### WORKERS' COMPENSATION DECLARATION

---

I hereby affirm, under penalty of perjury, one of the following declarations:

- I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided by Section 3700, for the duration of any business activities conducted for which this license is issued.
- I have and will maintain workers' compensation insurance, as required by Sections 3700, for the duration of any business activities conducted for which this license is issued.

---

My workers' compensation insurance carrier and policy number are:

Carrier \_\_\_\_\_

Policy Number \_\_\_\_\_

- 
- I certify that in the performance of any business activities for which this license is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California. I further agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with the provisions of Section 3700.

Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Date \_\_\_\_\_

**WARNING:** Failure to secure workers' compensation coverage is unlawful, and shall subject an employer to criminal penalties and civil fines up to \$100,000, in addition to the cost of compensation, damages as provided for in section 3706 of the labor code, interest, and attorney's fees.

### SUPPLEMENTAL INFORMATION

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Please complete the following

Will the occupancy or "use" of the building be changing? (will your business be significantly different than the previous business in this location, if any?) Examples: A restaurant opening in a former clothing store location; a pet store in a former insurance office.

YES If yes, please explain

NO

Will you be upgrading/remodeling the building (building walls, putting in restrooms, etc.)?

YES If yes, please explain

NO

Will your establishment be serving or preparing food?

YES If yes, please describe what types of food (prepared from scratch, prepackaged, ... et cetera)

NO



# Public Works Department

1 Plaza Circle | Patterson, California | Office 209.895.8040 | Fax 209.895.8069

## MANDATORY RECYCLING COMPLIANCE FORM

Please submit questionnaire within **15 days** to the Public Works Department

Business/Entity Name _____		Owner/Contact Name _____	
Phone Number _____	Fax Number _____	E-Mail _____	
Mailing Address _____		Physical Address _____	
City _____	State _____	Zip Code _____	City _____
<b>1 a.</b> Does your business produce two (2) cubic yards of solid waste per week? <input type="checkbox"/> YES <input type="checkbox"/> NO		<b>1b.</b> Does your business generate more than 20 gallons of Organic waste per week? <input type="checkbox"/> YES <input type="checkbox"/> NO	
		<b>2.</b> Is your facility a multi-family dwelling of five or more (5+) units? <input type="checkbox"/> YES <input type="checkbox"/> NO	

If you answered "YES" to question 1a and 1b **AND/OR** question 2, please fill out the SB 1383 portion of this form. If you answered "YES" to question 3 below, fill out the AB 341 portion of this form. Return the completed form to the City of Patterson at city hall or e-mail to [solidwaste@ci.patterson.ca.us](mailto:solidwaste@ci.patterson.ca.us). If you answered "NO" to 1, 2 and 3 stop here and proceed to **number 12**

### Commercial Recycling

**3.** Which materials do you recycle?

<input type="checkbox"/> Clothing/Textiles	<input type="checkbox"/> CRV Containers	<input type="checkbox"/> Plastic	<input type="checkbox"/> Glass	<input type="checkbox"/> None
<input type="checkbox"/> Cardboard & Paper	<input type="checkbox"/> Metal (non CRV)	<input type="checkbox"/> Styrofoam	<input type="checkbox"/> Lumber	<input type="checkbox"/> Other _____

---

**4.** Recycled materials are:

<input type="checkbox"/> Co-Mingled	<input type="checkbox"/> Source Separated
-------------------------------------	---

**5.** Recycled materials are transported by:

<input type="checkbox"/> Self-Haul	<input type="checkbox"/> Non-Profit	<input type="checkbox"/> Service Provider
------------------------------------	-------------------------------------	---

### Organics Recycling & Composting

**6.** Which **organic** materials do you currently **recycle**?

<input type="checkbox"/> Food-Soiled Paper	<input type="checkbox"/> Pruning Waste	<input type="checkbox"/> Food Waste	<input type="checkbox"/> Edible Food Waste
<input type="checkbox"/> Landscape Waste	<input type="checkbox"/> Green Waste	<input type="checkbox"/> None	<input type="checkbox"/> Other _____

---

<p><b>7.</b> The <b>recycled organic</b> materials are:</p> <input type="checkbox"/> Co-Mingled <input type="checkbox"/> Source Separated	<p><b>8.</b> How often do you <b>recycle organics</b>?</p> <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Yearly	<p><b>9.</b> The <b>organics</b> are <b>transported/recycled</b> through:</p> <input type="checkbox"/> Self-Haul <input type="checkbox"/> Service Provider <input type="checkbox"/> Non-Profit <input type="checkbox"/> Other _____
---	---	--

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<p><b>10.</b> Which <b>organics</b> do you currently separate for <b>composting</b>?</p> <input type="checkbox"/> Food-Soiled Paper <input type="checkbox"/> Green Waste <input type="checkbox"/> Landscape Waste <input type="checkbox"/> None <input type="checkbox"/> Food Waste <input type="checkbox"/> Other _____ <input type="checkbox"/> Pruning Waste	<p><b>11.</b> The <b>organics</b> are <b>composted</b> through:</p> <input type="checkbox"/> Self-Haul <input type="checkbox"/> Service Provider <input type="checkbox"/> Non-Profit <input type="checkbox"/> Other _____
--	--

**Please note:** Donating edible food waste to food banks and shelters is a preferred method of recycling/diverting edible food waste.

**12.** I, \_\_\_\_\_, certify that I am a duly authorized representative of the above named entity  
*Please print first and last name*  
 for purposes of regulatory compliance reporting and that the foregoing is true and correct to the best of my knowledge.

Signature _____	Date _____
Approved by: _____	Date _____



**City of Patterson**  
**SB 205 Stormwater Discharge Compliance Form**

Business Name \_\_\_\_\_ Business License# \_\_\_\_\_

Business Physical Address: \_\_\_\_\_ Business Owner: \_\_\_\_\_

- 1. What are the primary Standard Industrial Classification (SIC) Codes for this business location?**  
Look up your SIC Codes here: [https://www.osha.gov/pls/imis/sic\\_manual.html](https://www.osha.gov/pls/imis/sic_manual.html) and search by keyword(s) for example: metal recycling OR your insurance broker should also know your SIC code(s).

\_\_\_\_\_

- 2. Do any of the Primary SIC Codes above match any of the regulated SIC codes listed on the Water Board website below? Circle One: YES NO**

[https://www.waterboards.ca.gov/water\\_issues/prmrrams/stormwater/sicnum.shtml](https://www.waterboards.ca.gov/water_issues/prmrrams/stormwater/sicnum.shtml)

**If you circled NO, sign and return this form with your business license renewal. Nothing more for SB 205 if required of the business at this time.**

- 3. If you circled YES, has the business already obtained an Industrial NPDES Permit?**  
Circle One: YES NO
- 4. If you circled YES, provide the requested information regarding the existing Industrial NPDES Permit. Sign and return this form with your business license renewal. You are in compliance with SB205.**

WDID#: \_\_\_\_\_

WDID Application#: \_\_\_\_\_

NONA ID#: \_\_\_\_\_

NEC ID#: \_\_\_\_\_

**If you circled NO, you need to enroll under the Stormwater Industrial General Permit (IGP) and provide the City with your permit numbers as described above.**

**Declaration**

*I declare under penalty of perjury under the laws of California that the above information is true and correct to the best of my knowledge.*

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_



City of Patterson  
Public Works Department  
1 Plaza, P.O. Box 667  
Patterson, CA 95363

# Encroachment/Trench Cut Permit

On-site Private Septic Tank Destruction - **STOP**, contact Stanislaus County Environmental Resources at (209) 525-6700 for Permit.  
**PLEASE CALL (209) 895-8060 THREE (3) WORKING DAYS BEFORE START OF CONSTRUCTION ACTIVITIES FOR A PRE-INSPECTION & AT COMPLETION OF PROJECT FOR A FINAL INSPECTION**

Phone: (209) 895-8060  
Fax: (209) 895-8069  
E-mail: publicworks@ci.patterson.ca.us  
**Form Updated: 11/15/23**  
Page 1

Application Date  Permit #  Expiration Date

Description of Work:

Job Location:

PROJECT SIZE: \_\_\_\_\_ SQ. FT. \_\_\_\_\_ ACRE(S) WILL THE ACTIVITIES BEING PERFORMED DISTURB SOIL?:  Yes  No

IS THIS A NEW DEVELOPMENT PROJECT? IF SO, WAS A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) SUBMITTED TO THE CITY?  Yes  No

IF A SWPPP PLAN WAS COMPLETED, PLEASE PROVIDE WID#: \_\_\_\_\_ NAME OF LEGAL RESPONSIBLE PERSON(LRP): \_\_\_\_\_

**\*NOTE: EROSION & SEDIMENT CONTROL PLANS (ESCP) ARE REQUIRED BY STATE / LOCAL STORMWATER REGULATIONS AND IT APPLIES ONLY TO PROJECTS THAT DISTURB SOIL AND GO THROUGH PLAN CHECK/PERMIT PROCESS. THIS DOES NOT APPLY TO MAINTENANCE PROJECTS. \*\*Fees subject to Change.**

<b>Permit Type:</b>	<b>Permit Purpose:</b>	<input type="checkbox"/> Install	<input type="checkbox"/> Repair	<input type="checkbox"/> Replace	<input type="checkbox"/> All in One Permit Fee \$169.00 (Includes Fire Hydrant Use Permit if needed)
	<input type="checkbox"/> Curb Cut, Excavation, Trench <input type="checkbox"/> Driveway Approach/Side-walk Construction <input type="checkbox"/> Install/Remove Monitoring Well <input type="checkbox"/> Private Well <input type="checkbox"/> Destruction	<input type="checkbox"/> Utility Connection (Water, Sewer, Storm) <input type="checkbox"/> New Development Construction/Remodel <input type="checkbox"/> Install Groundwater Well How Many: _____	<input type="checkbox"/> Street Cut/Excavation/Trench * <input type="checkbox"/> Street Painting <input type="checkbox"/> Swimming Pool Other List Here: _____	<input type="checkbox"/> Tree Work <input type="checkbox"/> Construction/Demolition Project <input type="checkbox"/> Other (Write in Below)	<input type="checkbox"/> Additional Inspections for Encroachment \$233.00 [One (1) hour minimum] <input type="checkbox"/> Double Fee (Work done without Permit) <b>OFFICE USE ONLY</b> * If trench is selected, please include a trench plan and fees will be calculated.

**Trench Cut Fee (Based on PCI)** **FOR OFFICE USE ONLY**  
 Trench Cut in Street (Ordinance No. 840) \*Please only enter the name of the street and segment.  
 A copy of the City's PCI (Pavement Condition Index) Listing, can be located on the City's website at [www.ci.patterson.ca.us](http://www.ci.patterson.ca.us) along with the Trench Cut Detail/Standards.

Street Name _____	Street Name _____	Street Name _____
Street Segment _____	Street Segment _____	Street Segment _____
PCI Classification _____	PCI Classification _____	PCI Classification _____

Any questions or disputes regarding Trench Cut shall be addressed and resolved with the City Engineer. The City will require Warranty on all trench cut work.

<input type="checkbox"/> (0-49) PCI \$0 Sq. Ft.	Length of Area _____	Width of Area _____	Total Sq. Ft. _____
<input type="checkbox"/> (50-69) PCI \$5.25 Sq. Ft.	Length of Area _____	Width of Area _____	Total Sq. Ft. _____
<input type="checkbox"/> (70-100) PCI \$7.30 Sq. Ft.	Length of Area _____	Width of Area _____	Total Sq. Ft. _____

Job Location \_\_\_\_\_ Work Scheduled to Begin \_\_\_\_\_ and Completed by \_\_\_\_\_

Property Owner/Utility Company Name: \_\_\_\_\_ Contact Person \_\_\_\_\_

Phone/Cell: \_\_\_\_\_ E-mail: \_\_\_\_\_

Property Owner/Utility Company Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Contractor's Name \_\_\_\_\_ Contact Person: \_\_\_\_\_

Contractor's Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone/Cell: \_\_\_\_\_ E-mail: \_\_\_\_\_

City Business License # \_\_\_\_\_ State Contractor Licence: \_\_\_\_\_ Class \_\_\_\_\_

## SUBCONTRACTOR'S LIST (SUBS MUST HAVE A CITY BUSINESS LICENSE & BE LISTED ON INSURANCE)

No.	Name	Address	Work to be Performed for General Contractor	City Business License #	Contractor's State License & Class
1.					
2.					
3.					
4.					
5.					



City of Patterson  
Public Works Department  
1 Plaza, P.O. Box 667  
Patterson, CA 95363

## Encroachment/Trench Cut Permit Applicant's Agreement (PLEASE REVIEW AND SIGN BELOW)

Phone: (209) 895-8060  
Fax: (209) 895-8069  
E-mail: publicworks@ci.patterson.ca.us  
**Form Updated: 5/6/20**  
Page 2

The Contractor or property owner/developer is required to submit to the City a certificate of liability insurance with at least 2,000,000 in coverage (per occurrence) and an Endorsement to the policy naming the City of Patterson and all subcontractors listed on this application (including its officers, agents, and employees) as additional insured. An ISO Form CG 20 10 and/or CG 20 37 (Completed Operations) is **REQUIRED** along with the certificate, including the **"Waiver of Subrogation"** Endorsement in favor of the City for General Liability, Workers Compensation, and Auto Liability. In addition to the insurance requirement, the contract must post a bond with the City of Patterson if monitoring wells are being installed in the City right-of-way. The bonds must be valid for the time that the monitoring wells are in service. The permit processing fee is non-refundable. Any work done without prior approval and/or permit will be subject to a double fee.

The applicant shall prepare traffic control plans and follow traffic control procedures in accordance with the CalTrans Manual for projects, which require work in public right-of-ways. The applicant further agrees that he or she shall take all necessary safety precautions reasonably required in performing any work pursuant to any permit granted by the City of Patterson, and specifically agrees to comply with any and all safety standards and rules that have been established by the State of California or the Federal Government.

The applicant further agrees that in consideration of the granting of any permit issued pursuant to this application that he shall indemnify and hold the City of Patterson harmless from any and all liability for damages resulting from the negligence of the applicant, its agents, employees, subcontractors, or assigns, including damages, fees of attorneys, and other expenses which the City of Patterson may sustain or incur as a consequence of the negligence of the applicant, its agents, employees, subcontractors or assigns.

The applicant agrees to comply with all Stormwater Regulations (Federal/State/Local) and will submit an Erosion & Sediment Control Plan (ESCP) and/or Stormwater Pollution Prevention Plan (SWPPP) if applicable and comply with the plan submitted for their project. Applicant also understands and agrees that Best Management Practices (BMPs) will be used during the duration of the project and understand and grants authorization to the City to monitor, inspect, and enforce stormwater regulations during the duration of the project. **The applicant will make sure to contact Public Works at (209) 895-8060 three (3) days prior to start of project to schedule a pre-inspection and again at once project is complete to schedule a post-inspection and close-out of permit.** (City Ordinance No. 777).

The permit is only valid for the party, contractor's and sub contractors named in this permit and for the specific scope of work and job location listed above. Applicant must contact the Patterson Building Department at (209) 895-8030 to obtain the appropriate permit(s) for any work on private property. This permit is valid for 30 days from the date of Public Works approval, unless otherwise noted. Work may commence until all conditions of approval have been satisfied.

Inspections by Public Works staff will be billed at the corresponding fee per inspection and require a 24-hour notice. The cost for any inspections by the City's Engineer will be billed to the applicant and require a 48-hour notice. **Any jobs that encroach on City streets, including partial blockage or closure of streets, will require a traffic control plan and a designated date work will begin.** A pre-inspection walk thru is scheduled with the general contractor and the Public Works Inspector prior to work beginning. A "final" inspection walk thru needs to be scheduled when the project is completed and for closure of this permit. To schedule an inspection or for any questions, please contact Public Works at (209) 895-8060.

**Preservation of Survey Monument**

Contractor shall be responsible for identifying and preserving any and all existing Monuments or Survey Points (Apparent or Buried) which control Subdivisions, tracts, streets or highways, or Geodetic Control and/or Published Elevation Control. If monuments are inadvertently distributed by the contractor, the contractor is responsible for all costs of replacement and resetting the monument including survey costs. If monuments are to be disturbed, the contractor shall provide a minimum of 10 working days notice to the project Engineer or Land Surveyor prior to the disturbance or removal of any existing monuments (Apparent or Buried).

If a monument is to be disturbed the Contractor shall coordinate with the project Engineer or Land Surveyor to have a minimum of four ties to survey points, (set iron pipes, 5/8ths rebar or durable marker), a copy of the field notes showing the ties and a Corner Record shall be filed with the County Surveyor's Office, (Business and profession Codes 8771). Monuments requiring replacement or resetting shall be of acceptable type and quality as directed by the Engineer. They shall be placed by a Surveyor registered in the State of California in a manner consistent with good and recognized engineering and surveying practices and in accordance with City's standard drawings, and the State of California regulations, and a Corner Record shall be filed for the replaced monument, (Business and profession Codes 8771).

**Trench Cut/Excavations** (City Ordinance No. 840)

If a trench cut/excavation is being made in the City street, the City will require the Utility Company, Applicant/Contractor to repair and restore the trench influence area of all trenches in compliance with the City standards. By signing this agreement, it provides the City with a one-year warranty (warranty inspection to be completed by the City ten (10) months after final inspection) for the trench influence area. The Utility Company, Applicant/Contractor also agree to work with the City to address any deteriorated pavement upon written notice from the City, unless they can demonstrate the pavement damages are unrelated to the trench cut/excavation. If the Contractor and/or Utility Company/Applicant and/or Beneficiary fails to address any issues found during the warranty inspection, the City reserves the right to HOLD or issue any future business license(s) and/or permits to the Contractor/Utility Company or Beneficiary/Applicant. Any disputes regarding the PCI must be referred to the City Engineer or his Designee. To obtain a copy of the Trench Cut Details/Standards or for any additional information, please visit the City's website at [www.ci.patterson.ca.us](http://www.ci.patterson.ca.us)

**\*\*NOTE:** Per Section 12.06.090 "Moratorium," excavation of newly renovated public rights-of-way is prohibited for three (3) years after filing a Notice of Completion or acceptance of a new street or structural overlay of an entire street, unless it meets the exceptions outlined under this municipal code section. For further information regarding moratorium, please contact Engineering at (209) 895-8073.

By signing this agreement the property owner and contractor are also agreeing to all these requirements, terms & conditions of this page and **Page 3** of this application.

\_\_\_\_\_  
Signature of Property Owner

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Today's Date

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Name & Title Printed

\_\_\_\_\_  
Today's Date

**Trench Cut Permits Only:** By signing this agreement, the Utility Company and/or Beneficiary of this permit agrees to work with the City on any trench cut repairs/ issues or disputes to the Satisfaction of the City that arise from any work completed by its contractor(s), sub contractor(s), or employee(s) assigned to this project. This section must be signed.

\_\_\_\_\_  
Signature of Utility Company Representative

\_\_\_\_\_  
Name Printed & Title

\_\_\_\_\_  
Today's Date



City of Patterson  
 Public Works Department  
 1 Plaza, P.O. Box 667  
 Patterson, CA 95363

## Encroachment & Trench Cut Permit

### CONDITIONS OF CITY APPROVAL (To be Completed by City Personnel)

Phone: (209) 895-8060  
 Fax: (209) 895-8069  
 E-mail: publicworks@ci.patterson.ca.us  
**Form Updated: 5/6/20**  
 Page 3

1. Call Underground Service Alert (U.S.A.) at 1-800-642-2444 at least 48 hours **BEFORE** digging in City right-of-way.
2. Shoring is required for trenches 5 feet or deeper.
3. All work, including Compaction, shall be completed to current City standards. Copies of standards can be found at [www.ci.patterson.ca.us](http://www.ci.patterson.ca.us)
4. Any damage to public or private property or any damage to facilities in public right-of-way is the responsibility of the contractor to correct.
5. If the scope of work results in any significant impact to existing homes or businesses, the contractor may be required to pass out fliers to that effect.
6. A Pre-Construction meeting may be needed as determined by Public Works. **Please contact Public Works at (209) 895-8060 to schedule if marked Yes. Pre-Construction Meeting Required?**  Yes  No
7. If any water is needed from City fire hydrants, a Hydrant Use Permit is required. A meter deposit and water use charges apply. The meter must be returned back immediately to the City upon project completion. If meter is not received, the City will close-out the permit, retain the meter deposit, and bill out any remaining water use charges.
8. All work performed under this permit shall comply with the Phase II Storm water Regulations and the City's storm water ordinance, including the completion of a SWPPP and/or Erosion Sediment Control Plan (ESCP). BMPs must be in place and the City's QSP will inspect before starting any work. **Is a SWPPP and/or ESCP required for this project?**  Yes  No
9. Upon approval of this application, a Fee is due before work may be commenced.
10. Is a traffic control plan needed?  Yes  No Any jobs that encroach on city streets, including partial blockage or closure of streets, will require a traffic control plan and a designated date work will begin. Upon approval of encroachment permits, emergency services shall be notified and give the date work will begin.
11. Is the property free and clear of easements?  Yes  No
12. Pre-Inspections and Post Inspections are required for all Encroachment Permits. Please contact the Public Works Department at **(209) 895-8060** to schedule your inspections.
13. Other:
14. Has the Pre-Construction Meeting Completed?  Yes  No Date of Meeting: \_\_\_\_\_
15. The Contractor and/or Property Owner/Developer will obtain approval from the City prior to transferring any excess dirt removed from the project area. If the dirt is being transferred to a private property, a signed letter from the property owner granting their authorization will be required. Additionally, the excess dirt will be properly graded (mounds not allowed) and stabilized for erosion and sediment control to comply with Stormwater regulations.
16. The Contractor and/or Property Owner/Developer shall submit to the City, along with the Certificate of Insurance, CG 20 10 and/or CG 20 37 (Completed Operations), and a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers. Please refer to Attachment "A" of this application for the Liability Insurance Minimum Requirements Matrix.

**Craig Moon/Glenn Suanders,**  
**Public Works Inspector**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**Will Barrera/Xavier Guluarte,**  
**Deputy Director**  
**Mike Willett, Director**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**Sonia Delgado,**  
**Deputy Director of Regulatory Compliance**  
**and Administrative Services**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**Fernando Ulloa, City Engineer**  
**Jaspreet, Associate Engineer**  
**Tiffany Rodriguez, Capital Project Manager**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**



## Encroachment & Trench Cut Permit Attachment "A" Insurance Requirements Matrix

**INSURANCE REQUIREMENTS FOR PUBLIC WORKS PERMITS & PARK/FIELD RESERVATIONS**  
**\*\*NOTE: The City of Patterson utilizes the following Risk Categories/Matrix to determine Insurance Terms/Requirements for every permit application/project received. If you have questions regarding insurance requirements, please contact Public Works at (209) 895-8060.**

TABLE 1 Use this table to determine Risk Category		
Risk Category	Risk Level	Examples
1	Low	<ul style="list-style-type: none"> <li>Vending machine providers</li> <li>Facilities use</li> <li>Special events</li> <li>Some professional service providers</li> <li>General contracts</li> </ul>
2	Intermediate	<ul style="list-style-type: none"> <li>Construction contracts</li> <li>Some professional service providers</li> <li>Technology consultants</li> <li>Facilities use</li> <li>Special events</li> </ul>
3	High	<ul style="list-style-type: none"> <li>Major construction contracts</li> <li>Garbage haulers</li> <li>Some professional service providers</li> </ul>
Other	Undefined	<ul style="list-style-type: none"> <li>The risk is unique</li> <li>Custom insurance requirements needed</li> </ul>

TABLE 2 Use this table to determine Insurance Requirements. In addition to Providing an Insurance Certificate, the City requires an Endorsement (ISO Form CG 20 10 or CG 2037), naming the City as "Additionally Insured" or Equivalent			
Risk Category	Workers' Compensation	General Liability	Auto Liability
1	Statutory  Employer's Liability \$1,000,000	\$2,000,000 per occurrence (may accept \$1,000,000 per occurrence for lower risks)  \$4,000,000 general aggregate  \$1,000,000 products/completed operations aggregate	\$2,000,000 Combined Single Limit (may accept \$1,000,000 for lower risks)
2	Statutory  Employer's Liability \$1,000,000	\$2,000,000+ per occurrence  \$4,000,000+ general aggregate  \$2,000,000+ products/completed operations aggregate	\$2,000,000+ Combined Single Limit
3	Statutory  Employer's Liability \$1,000,000	\$5,000,000+ per occurrence  \$10,000,000+ general aggregate  \$5,000,000+ products/completed operations aggregate	\$5,000,000+ Combined Single Limit
Other	Consult with City/ Risk Management Professionals	Consult with City/ Risk Management Professionals	Consult with City/ Management Professionals



## Construction and Demolition (C&D) Waste Management Plan Program Requirements

The State of California requires that all cities in the State divert at least **65%** of its waste materials from landfills (AB 939). The City of Patterson could face fines of up to \$10,000 a day for not meeting this requirement. Construction and demolition debris waste account for about 30-40% of all the waste disposed in landfills. Recycling debris generated from construction and demolition projects is, therefore, essential for meeting State requirements.

**Patterson Municipal Code 6.14 Title 6** requires everyone seeking a new building or demolition permit to identify all debris materials at the time of the permit application. Further, new building construction projects worth \$100,000 or more and complete demolitions that's 1,000 sq.ft. or more are required to recycle at least 65% of the materials generated by their project. A final disposal and recycling report must be submitted to the City within 14 days of job completion, together with all receipts and weight tickets. Please refer to the **Construction and Demolition Debris Resource List** for listing of hauler(s) that's permitted to transport debris from job sites, and for drop-off facilities that recycle self-hauled materials.

### **INSTRUCTIONS** (please call 209-895-8060 if you have questions)

1. Complete, sign and submit the attached **Construction and Demolition Debris Recycling Plan**.
2. If you plan to self-haul your waste, use the attached **Construction and Demolition Debris Resource List** to find facilities that will recycle your materials, or hire the City's permitted collectors for recycling service. **Always ask the recycling facility or collector for all your weight tickets and receipts.**
3. Once your project is complete, you must submit the attached **Construction and Demolition Debris Recycling Report within 14 days** of project completion. Make sure to include **ALL weight tickets and receipts for all your recycled and disposed materials.**
4. Your final report should include the following information:
  - a. Types and quantities (tons) of materials recycled, reused, or salvaged
  - b. Types and quantities (tons) of materials disposed at the landfills
  - c. Final destination of materials, or hauler, with **ALL weight tags and receipts**
  - d. Method of transport for your debris materials (self-haul, container, or debris box)
5. Mail, fax or e-mail the completed report, **together with all receipts and weight tickets** to:

**City of Patterson – Public Works Department  
Solid Waste & Recycling Division  
1 Plaza Circle  
Patterson, CA 95363  
Fax: (209) 895-8069  
e-mail: publicworks@ci.patterson.ca.us**

**FAILURE TO COMPLY MAY RESULT IN FINES AND / OR CITATIONS**



Public Works Department ♦ Solid Waste & Recycling Division ♦ 1 Plaza Circle ♦ Patterson, CA 95363



Public Works Department • Solid Waste & Recycling Division • 1 Plaza Circle • Patterson, CA 95363

## Construction and Demolition Waste Management Plan

Permit #:	_____	Application Date:	_____
Job Site Address:	_____	Zip Code:	_____
Applicant Name:	_____	<input type="checkbox"/> Owner	<input type="checkbox"/> Contractor
Applicant e-mail:	_____	Applicant Phone:	_____
Applicant Address:	_____	City/ZIP:	_____
Project Name:	_____	Project Size (sq.ft.):	_____
Project Description:	_____		
<b>Project Type:</b>			
<input type="checkbox"/> Air Conditioning/Heating	<input type="checkbox"/> Construction	<input type="checkbox"/> Demolition	<input type="checkbox"/> Electrical
<input type="checkbox"/> Plumbing	<input type="checkbox"/> Roofing	<input type="checkbox"/> Sign Installation	<input type="checkbox"/> Solar Installation
<input type="checkbox"/> Swimming Pool	<input type="checkbox"/> Other:	_____	

**1. How do you plan to dispose of the debris that you will generate with your project?**

I will hire the city permitted hauler Bertolotti Disposal, Inc. (209) 537-8000

- OR -

I will self-haul debris to: \_\_\_\_\_ (See Resource List for locations)

**2. What materials will be generated by your project?**

Asphalt

Lumber / Wood

Bricks / rocks

Metals

Cardboard

Mixed construction materials

Concrete / Cement

Roofing materials  composite

Dirt / Clean Fill

Salvaged items (fixtures, furniture)

Drywall / sheetrock

Other (please specify): \_\_\_\_\_

Glass / Windows

- 3. As the owner of, or agent for this permit application, I understand that by signing this form, the permit applicant is responsible for the debris generated under this project, and will comply with the city's recycling and reporting requirements, even if the work is performed by a subcontractor or third party. Failure to comply may result in fines and/or citations.**

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title (owner, contractor, agent, etc.)



Public Works Department • Solid Waste & Recycling Division • 1 Plaza Circle • Patterson, CA 95363

## Construction and Demolition WMP Report

Complete and submit this form within 14 days of project completion, including canceled projects.  
**You must provide receipts and/or weight tags to verify your information.**

Permit #: \_\_\_\_\_ Application Date: \_\_\_\_\_

Job Site Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Applicant Name: \_\_\_\_\_  Owner  Contractor

Applicant e-mail: \_\_\_\_\_ Applicant Phone: \_\_\_\_\_

Applicant Address: \_\_\_\_\_ City/ZIP: \_\_\_\_\_

Project Name: \_\_\_\_\_ Project Size (sq.ft.): \_\_\_\_\_

**Project Type:**  
 Air Conditioning/Heating  Construction  Demolition  Electrical  Plumbing  Roofing  
 Sign Installation  Solar Installation  Swimming Pool  Other: \_\_\_\_\_

Material Type	Tons Recycled / Reused	Tons Disposed (landfill)	Taken To (receipts/weight tickets must be attached)	Method of Transport (Self-Haul, Site Collection, Pick Up)
Asphalt				
Brick / Rocks				
Cardboard				
Concrete / cement				
Dirt / Clean Fill				
Drywall / Sheetrock				
Glass				
Lumber / Wood				
Metals (AC, water heaters)				
Mixed construction materials				
Plastic				
Roofing <input type="checkbox"/> composite				
Salvaged Items				
<b>Other (please specify)</b>				
<b>Total Material</b>				

**If you have nothing to report, please explain:**

### E-MAIL, FAX, OR MAIL COMPLETED WMP REPORT TO:

e-mail: [publicworks@ci.patterson.ca.us](mailto:publicworks@ci.patterson.ca.us) FAX: (209) 895-8069

Public Works Department, Solid Waste & Recycling, 1 Plaza Circle, Patterson, CA 95363

## Determine the Weight of Your Debris

### How to convert pounds into tons:

To convert pounds to tons, divide the number of pounds by 2000 (1 ton = 2,000 pounds).

*Example:* 700 pounds (lbs) ÷ 2000 pounds/ton = 0.35 tons

### How to convert cubic yards into tons:

Select the type of material recycled/reused from the chart on the right

Multiply the corresponding number by the total number of cubic yards recycled/reused.

1 cubic yard of asphalt = 0.69 tons (T)

*Example:* 5 cubic yards (cy) of asphalt =  
5 cy x 0.69 tons per cubic yard = 3.45 tons

### Salvaged Materials:

Please estimate the quantity of material recycled/reused. Your estimates should be provided in tons.

*Example:* 25 pounds ÷ 2000 pounds per ton = 0.02 tons

### How to calculate the percentage of materials recycled and/or reused:

To determine the percentage of material recycled/reused, divide the number of tons which were recycled/reused by the TOTAL tonnage generated by this job.

$$\text{DIVERSION RATE} = \text{Percent Recycled and Reused} = \left( \frac{\text{recycled tons} + \text{reused tons}}{\text{recycled tons} + \text{reused tons} + \text{disposed tons}} \right) \times 100\%$$

*Example:*

$$\frac{1 \text{ ton recycled} + 1 \text{ ton reused}}{1 \text{ ton recycled} + 1 \text{ ton reused} + 2 \text{ tons disposed (landfilled)}} = \frac{2}{4} = 0.5 \text{ (multiply 0.5 by 100 = 100\%)}$$

Material Type	Tons per Cubic Yard
Asphalt	0.69
Brick	1.51
Cardboard	0.05
Concrete	0.93
Dirt/Clean Fill	1.00
Drywall/Sheetrock	0.20
Lumber	0.17
Plastic	0.17
Roofing Materials	0.21
Metals	0.45
Mixed Materials	0.25
Yard Trimmings/ Green Waste	0.05

## Demolition - Deconstruction

### Deconstruction

Deconstruction is a cost saving alternative to traditional complete demolition by recycling, reusing or donating materials for tax write offs, instead of disposing them in landfills. The advantages of deconstruction may include tax deductions for material donations, cost-savings by reusing materials, preservation of vintage architecture, and avoidance of city fines and permit delays.

Salvaged items in working condition, such as double-pane windows, lighting fixtures, sinks, cabinets, ceiling fans, doors, etc., can be dropped off at:

1. Habitat for Humanity Restore  
4933 West Lane  
Stockton, CA 95210  
(209) 465-5054  
e-mail: [mhuber@sjchabitat.org](mailto:mhuber@sjchabitat.org)  
<http://www.sjchabitat.org/>
2. The Reuse People  
9235 San Leandro Street  
Oakland, CA 94603  
(510) 383-1983  
(888) 588-9490  
<http://www.thereusepeople.org>

The following company will deconstruct buildings and structures of larger projects, and then recycle, reuse and salvage almost all of the building materials:

Marcan Enterprises  
P.O. Box 304,  
Moss Beach, CA 94038  
(650) 580-2922

### House Moving

Moving a house or structure to a separate location is another alternative to demolition. Contact the following house and structure movers in our area:

Fisher Bros. House Movers  
2801 E. Lovelace Road, Stockton 95202  
(209) 982-0283

Lozano & Delgado, Inc.  
2398 Pheasant Run Circle, Stockton 95207  
(209) 983-0212

Montgomery Contractors, Inc.  
3611 51st Avenue, Sacramento 95823  
(916) 395-2417

W.C. Maloney, Inc.  
4020 Newton Road, Stockton 95213  
(209) 942-1129

### House Donation

Donating a house structure can yield tax benefits. The following organizations are interested:

ACLC, Inc.  
315 N. San Joaquin Street, Stockton, CA 95202  
(209) 466-6811

SJ Habitat for Humanity  
4933 West Lane, Stockton, CA 95210  
(209) 465-5054

**ALWAYS ASK FOR A RECEIPT AND WEIGHT TICKET WHEN DROPPING OFF ITEMS**

**Questions? Call (209) 895-8060**

Revised January 2017

# Construction and Demolition Debris Resource List

## Drop Off Recycling Facilities (Self Haul)

<p>Contact the facility directly for information on pricing and materials. Always identify yourself as a City of Patterson C&amp;D customer.</p> <p>Collected receipts and weight tickets should be submitted with your completed Commercial/Demolition Recycling Plan.</p>				Materials accepted for recycling															Additional Notes	
				Asphalt (ask about shingles)	Brick	Cardboard	Concrete	Cement	Ceramics	Dirt/Clean Fill	Drywall/Sheetrock	Glass	Lumber / Wood	Metals (i.e. AC, water heater)	Mixed Recyclable Materials	Plastic	Roofing - composition	Roofing - wood shingles		Salvaged Items (doors, fixtures)
Company	Address	City	Phone																	
<b>C&amp;D Recyclers</b>																				
Recology	6133 Hammett Court	Modesto	866-764-5765	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	recologymodesto.com
<b>Metal Recyclers</b>																				
Modesto Junk Company, Inc	1425 9 <sup>th</sup> Street	Modesto	209-522-1435								X		X		X				Will take e-waste too	
<b>Inert Materials Recyclers</b>																				
FTG (Frank Alegre)	915 W. Anderson Street	Stockton	209-334-2112	X	X		X	X						X					charges if dirty/rebar	
Granite Construction	10500 S. Harlan Road	French Camp	209-982-1484	X			X												clean only	
United Facilities, Inc.	3535 Perlman Drive	Stockton	209-470-1489	X	X		X			X										
<b>Roofing &amp; Other</b>																				
Stockton Shingle Dump - SPT	10500 South Harlan Road	French Camp	916-533-8013												X				Save \$\$ on clean load	
Central Valley Transfer Station*	1333 E. Turner Road	Lodi	209-333-5660			X						X	X		X			X	CRV** only	
Lovelace Transfer Station	2323 E. Lovelace Road	Manteca	209-982-5770	X	X	X	X				X	X	X		X	X	X	X	clean lumber & concrete	
North County Landfill	17720 E. Harney Lane	Lodi	209-887-3868	X	X	X	X				X	X	X			X				
ReUse People	6350 27th Street	Sacramento	209-241-3614														X		deconstruction expert	
Stockton Wood Shavings	938 E. French Camp Rd	French Camp	209-982-0552									X	X							
Habitat for Humanity	630 Kearney Ave	Modesto	209-575-4585														X		working condition only	

\* will only recycle separated materials

\*\*CRV (California Redemption Value) includes glass, plastic, aluminum cans, and bottles

**Note:** Permit applicants using any of the above facilities for their project will be considered in compliance with the City's recycling requirements.

Please see reverse page for a list of City permitted waste haulers.

After job completion, e-mail your C&D Recycling Report with all receipts and weight tickets to [publicworks@ci.patterson.ca.us](mailto:publicworks@ci.patterson.ca.us) or FAX: (209) 895-8069

City of Patterson - Public Works, - Attention: Solid Waste Manager, 1 Plaza Circle, Patterson, CA 95363

# Construction and Demolition Debris Resource List

## Permitted Waste Haulers (Job Site Collection Services)

<p>Identify yourself as a City of Patterson C&amp;D customer when contacting a permitted hauler.</p>				Materials accepted for recycling															
				Asphalt (ask about shingles)	Brick	Cardboard	Concrete	Construction and Demolition Disposal	Dirt - Clean Fill	Drywall - Sheetrock	Glass	Lumber	Metals	Mixed Recyclable Materials	Plastic	Roofing Materials	Salvaged Items (lumber, fixtures)	Yard Trimmings	
Company	Address	City	Phone																
Bertolotti Disposal, Inc	231 Flamingo Drive	Modesto	209-537-8000	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	

**Note:** Permit applicants using any of the above facilities for their project will be considered in compliance with the City's recycling requirements. Only permitted waste haulers are allowed to collect and remove construction debris directly from a job site and transport debris to a recycling facility. You may choose to self-haul waste generated from your project to any drop off recycling facility (see reverse for locations).

After job completion, e-mail your C&D Recycling Report with all receipts and weight tickets to: [publicworks@ci.patterson.ca.us](mailto:publicworks@ci.patterson.ca.us) or FAX: (209) 895-8069  
 City of Patterson - Public Works, - Attention: Solid Waste Manager 1 Plaza Circle, Patterson, CA 95363



City of Patterson  
 Public Works Department  
 1 Plaza, P.O. Box 667  
 Patterson, CA 95363

**Fire Hydrant Use Permit**

Phone: (209) 895-8060  
 Fax: (209) 895-8069  
 publicworks@pattersonca.gov

**To be Entered by Public Works Staff only.**

Permit # \_\_\_\_\_

Application Date: \_\_\_\_\_  
 Reason for Use of Meter: \_\_\_\_\_  
 Project Name: \_\_\_\_\_  
 Property Owner: \_\_\_\_\_  
 Property Owner's Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Owner's Phone Number: \_\_\_\_\_  
 Contractor's Name: \_\_\_\_\_  
 Contractor's Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Contractor's Phone Number: \_\_\_\_\_  
 City Business License #: \_\_\_\_\_ State Contractor's License: \_\_\_\_\_ Class: \_\_\_\_\_

Meter Information

Location of Hydrant: **Only Non-Potable Hydrants, list is attached.**

Hydrant Serial #

Beginning Read: \_\_\_\_\_ Initial \_\_\_\_\_ Date \_\_\_\_\_

Ending Read: \_\_\_\_\_ Initial \_\_\_\_\_ Date \_\_\_\_\_

**OFFICE USE ONLY**

Fees

Meter Deposit.....\$200/\$2500/\$4000.00..... \_\_\_\_\_

Hydrant Wrench Deposit.....\$117.00..... \_\_\_\_\_

Permit Fee..... **Will be Paid with Encroachment Permit**

DEPOSIT & PERMIT FEE TOTAL: =====

**RENTAL CHARGE (PER DAY)** .....\$3.00/Day..... \_\_\_\_\_

*1 ccf = one hundred cubic feet = 748 gallons of water*

**\*Deposit will be returned after final billing has been paid.**

**FINAL TOTAL:**

Deposit Returned on \_\_\_\_\_ Check Number \_\_\_\_\_

**TWICE THE REGULAR RESIDENTIAL RATE**

Rate Schedule

\*\*New Rates will apply annually as of July 1<sup>st</sup>. Any projects that exceed the fiscal year, will be required to pay the rates that apply for each year that the meter is in service and the City recommends a contractor representative bring in the meter to the City on a monthly basis to obtain a meter read and pay for any costs incurred during the month.\*\*

Deposit Received By: \_\_\_\_\_ Date: \_\_\_\_\_

Ending Disposition: \_\_\_\_\_ Date: \_\_\_\_\_



City of Patterson  
Public Works Department  
1 Plaza, P.O. Box 667  
Patterson, CA 95363

## Fire Hydrant Use Permit

Phone: (209) 895-8060  
Fax: (209) 895-8069  
publicworks@pattersonca.gov

### Applicant's Agreement

In the event that a hydrant meter is unavailable, a \$200.00 deposit is required. Water usage must be reported on a **weekly** basis. Failure to do so will result in permit being revoked. The same rules apply for using the hydrant.

This permit is only valid for the party named above. This permit is valid for 30 days from the date of Public Works approval or unless otherwise noted. Work may not commence until all conditions of approval have been satisfied. Inspections by Public Works staff are at no charge and require a 24-hour notice.

#### Fire Hydrant Use Rules & Regulations:

1. **Water may only be pulled from NON-POTABLE Fire Hydrants. Please see the list attached.**
2. A deposit of \$2,500.00 must be received to obtain the fire hydrant meter. For a hydrant with a backflow attached a \$4,000.00 deposit is required. If you do not have a hydrant wrench, one can be obtained for \$117.00 deposit. The deposits will be refunded after the return of the meter in good condition and inspection by the City has been completed and after final billing of water and rental charges are paid. Payment shall be made by cash or check only including the permit processing fee. The permit processing fee is non-refundable.
3. Initial meter reading must be taken at time of deposit and final reading upon return of meter.
4. Hydrant meter must be returned in the same condition it was taken. For example, standard equipment on a hydrant is a rigid adapter and a swivel adapter. Contractor must conform to those adapters. If the adapters are removed and returned with foreign adapters. Contractor will forfeit deposit and will be billed rental and water usage charges. On City projects, contractor deposit will be kept.
5. Fire hydrant meter will be used only on fire hydrants designated by the Water Division.
6. Such water shall be delivered directly to an approved tank truck or hose for distribution. If a tank truck is to be used, the vehicle must be either equipped with an air gap type fill or an approved double check valve. Water trucks shall be inspected **PRIOR** to use. A backflow preventor may be required. The backflow device must be tested. The test will be provided by the City. Until the inspection is completed, no hydrant or truck use will be allowed.
7. If a meter is not available for your use, alternative methods may be worked out with the city. (\$200.00 minimum deposit required).
8. Hydrants are to be operated by opening valve slowly and **more importantly**, closing valve slowly using a hydrant wrench only.
9. By-passing hydrant meter or obtaining water other than through meter will result in a fine of \$100.00 and prosecution. Patterson Municipal Code sections 13.24.170 D & F and 15.20.
10. Any malfunction of meter must be reported to city office or to our answering service after hours. City office phone is 209-895-8060. Emergency phone is 209-895-8060.
11. The work area is to be left in a clean & orderly manner. Any damage to private property is the responsibility of the contractor to correct.
12. If the scope of work results in any significant impact to existing homes or businesses, the contractor may be required to pass out fliers to that effect.
13. If contractor's use of hydrant occurs during peak water demand, the contractor may be required to temporarily postpone further usage until demand drops.
14. The City accepts no responsibility or liability for damages incurred during customer's use of the fire hydrant. Failure to comply with the above regulations will result in forfeiture of future use.
15. Must comply with all Stormwater Regulations (Federal, State, and Local).
16. Hydrant meters must be returned directly following completion of project whether it be private or City project. If meter is not returned within 30 days of known completion of project. Deposit will be forfeited and average water use charge will be applied using a similar project. Rental charges will also be billed. On City projects, contractor will forfeit deposit and will be billed 30 days rental charge.

Signature of Contractor: \_\_\_\_\_

Date: \_\_\_\_\_








City of Patterson  
Public Works Department  
1 Plaza, P.O. Box 667  
Patterson, CA 95363

### Fire Hydrant Use Permit

Phone: (209) 895-8060  
Fax: (209) 895-8069  
publicworks@pattersonca.gov

## Non-Potable Fire Hydrant Locations

Ward Avenue	At Sports Park Triangle	
Ward Avenue	By Calvinson Ave	
225 N 9 <sup>th</sup> Street	Full access during June to Mid August during the summer. Access is limited during regular school hours, August through May.	
505 M Street	Actually located on N. 6 <sup>th</sup> Street adjacent to The Lopes Center.	
40 American Eagle Ave	South East Corner of American Eagle and Sperry Avenue. On the Canal side, across the street from the Park.	
428 Park Center Drive	Near Amazon.	
2065 Keystone Pacific Parkway	By Haggarty Road	
16215 Baldwin Road	To the west of the Patterson Corporation Yard.	

## Erosion and Sediment Control Plan (ESCP)

### Worksheet for Small Construction Projects (Disturbing Soil + Plan Check/Permit)

#### What is this document for?

The City's Phase II MS4 NPDES General Permit issued by the State Water Board requires the City to develop and maintain a program to assure that sediment and other pollutants from construction activities do not flow into the City's storm water drainage system and, subsequently, impact local receiving waters. The City's Permit requires the City to require the owner of any construction project having soil disturbance to submit an Erosion and Sediment Control Plan (ESCP). The ESCP must identify potential sources of erosion and sedimentation associated with the project and identify the control measures (best management practices or BMPs) used to prevent erosion and control sedimentation within the project. This document is a worksheet to assist owners of small projects to determine appropriate control measures for their project.

#### Who is required to complete this document?

All construction projects that have soil disturbance and pass through plan check or the City's permitting process must develop an ESCP. Projects having more than one (1) acre of soil disturbance or those projects that are part of a larger common plan may be required to comply with the State Water Board's Construction General Permit (CGP), which requires the development of a Storm Water Pollution Prevention Plan (SWPPP). For these larger projects, the CGP-required SWPPP may be submitted in lieu of the ESCP. For all other projects (small projects) having less than one (1) acre of soil disturbance or those that qualify for a waiver or exemption from the CGP, must submit an ESCP using this worksheet.

#### What is required in this document?

This worksheet requires basic project and contact information, as well as, basic site information including location, status, approximate start and end dates and the area of soil disturbance.

The Best Management Practices (BMPs) that will be used during construction are also required to be identified.

A basic site map showing the project boundaries, adjacent streets, storm drain inlets, placement of BMPs, and where construction work will be occurring is required to be included.

BMPs, as defined on the EPA's website, are "a term used to describe a type of water pollution control. Storm water BMPs are techniques, measures or structural controls used to manage the quantity and improve the quality of storm water runoff. The goal is to reduce or eliminate the contaminants collected by storm water as it moves into streams and rivers."

For more details on BMPs please visit the California Storm Water Quality Association's website at: [www.casqa.org/resources/bmp-handbooks](http://www.casqa.org/resources/bmp-handbooks)

Or Caltrans's website at: [www.dot.ca.gov/hq/construc/stormwater/manuals.htm](http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm)

#### Project Information

Project Name:			
Project Address:			
Project Size: (Indicate sq. ft. or acres)			
Anticipated Construction Start Date:		Anticipated Construction End Date:	
Approximate Soil Disturbance: (Indicate sq. ft. or acres)		Number of Storm Drain Inlets within 50 ft. of the soil disturbance:	

#### Owner Information

Name:			
Address:			
Phone Number:			
Email:			

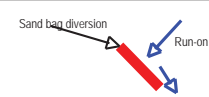
### Contractor Information

Name:	
Company Name:	
Address:	
Phone Number:	Email:

### Best Management Practices

#### Run-On Control BMPs

When surface flow of storm water runoff is allowed to pass through disturbed soils at an active construction project it can mobilize sediment and carry it into the municipality's storm drainage system and into the local receiving waters. This results in deposition of sediment in the municipal drainage system which causes more frequent maintenance and can cause flooding. The sediment is also harmful to the local waterways.



Does storm water have the potential to run-on to the construction site?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, will storm water surface flow be diverted around any disturbed soil areas? Show how it will be diverted on the site map.	<input type="checkbox"/> Yes <input type="checkbox"/> No

#### Erosion Control BMPs

The definition of erosion is the detachment of soil particles. These particles can become detached by rain, wind, or construction activity. Although construction, by nature, disturbs soil, it is vital to place a temporary or permanent covering over disturbed soil as soon as possible. Projects are not allowed to leave areas of exposed soil that do not have a cover. On the table below and on the site map show how you will prevent erosion at your project.

CASQA Fact Sheet	BMP Name	BMP Selected? (Check Box)	Describe the BMP to be implemented. If not used, state the reason why.
EC-1	Scheduling (work will be conducted during the dry season)		
EC-2	Preservation of Existing Vegetation (existing vegetated areas will not be disturbed)		
EC-4	Area to be vegetated with landscaping, turf, or hydroseeding		
EC-7	Temporary Erosion Control using an erosion control blanket or geotextile		
EC-6 & EC-8	Area covered with a temporary or permanent mulch including straw, wood, compost, hydromulch, or equivalent		
EC-16	Non-Vegetated Stabilization (covered with aggregate, paving, permanent structures / surfaces)		
WE-1	Wind Erosion Control (kept moist to prevent wind erosion)		

#### Temporary Sediment Control BMPs

Sediment control is accomplished by two ways. First, giving sediment every opportunity to settle out of storm water runoff while still on the project. Second, remove sediment from surfaces that has been carried or tracked off site before it enters the municipal drains. Each project must have effective perimeter sediment control. Drain inlets within 50 feet of the project must be protected. Any visible track out or sedimentation onto municipal property must be removed as soon as possible. Using the table below and the attached site map to show how you will control sediment at the project site.

CASQA Fact Sheet	BMP Name	BMP Selected? (Check Box)	Describe the BMP to be implemented. If not used, state the reason why.
SE-1	Temporary Silt Fence		
SE-2 or SE-3	Sediment basin or trap (all or some of the storm water drains to a retention pond or basin where sediment can settle out)		
SE-5	Temporary Fiber Rolls / Straw Wattles		
SE-6 or SE – 8	Temporary Gravel Bag Berm or Sand Bag Barrier		

SE-7	Street Sweeping (inspect roads and sidewalks daily and sweep as necessary)		
IV Standard 4	Curb cutback (maintain a minimum of 4 inches of elevation difference between the disturbed soil and the top of the existing curb, sidewalk, or paved surface)		
SE-10	Temporary Drain Inlet Protection (mandatory for any DI's within 50 feet of the project)		
SE-13	Compost Socks / Biofilter Bags		
IV Standard 4	Stabilized Construction Exit – Constructed with aggregate at the project owner's specification, but it must be effective in controlling trackout.		
TC-2	Stabilized Construction Roadways		
WM-03	Stockpile Management (stockpiles that have not been actively used in the last 14 days must be covered with an erosion control blanket or plastic sheeting and contained with a fiber roll or gravel bag berm)		

**Non-Storm Water Pollution Control BMPs**

The City ordinance (No. 777) prohibit the discharge to its municipal drainage system of any wash water, unpermitted construction site dewatering, saw-cutting or grinding slurries, unpermitted hydro-test water, chlorinated swimming pool or fountain water, concrete or paint wash out, or spills of hazardous materials or other substances. On the table below, list any activities that may apply to your project and show the location of these activities on the site map.

CASQA Fact Sheet	BMP Name	Activity Planned? (Yes/No)	Describe the BMP to be implemented. If not used, state the reason why.
NS-3	Paving, Sealing, Saw-cutting, Coring, and Grinding Operations		
NS-7	Potable Water / Irrigation Testing and Discharge to the Municipal Drainage System		
NS-8	Vehicle and Equipment Cleaning Performed on Site		
NS-9 & WM-04	Vehicle and Equipment Fueling Performed on Site		
NS-10	Vehicle and Equipment Maintenance Performed on Site		
NS-12/13 & WM-08	Concrete, Stucco, Plaster, Tile, or Masonry Work		
WM-09	Temporary Sanitary Waste Facilities (port-a-potties)		
WM-01	Storage of Hazardous Materials on the Project Site (paints, solvents, acids, fuel, lubricants, etc.)		

*“This Stormwater Erosion and Sediment Control Plan (ESCP) and attachments were prepared for my project and under my direction to meet the Local and State Requirements. By signing below, I understand that my project must implement Best Management Practices (BMPs) and understand that the City will monitor, inspect, and enforce Stormwater regulations on my project site.”*

\_\_\_\_\_ **Project Owner or Contractor Signature**

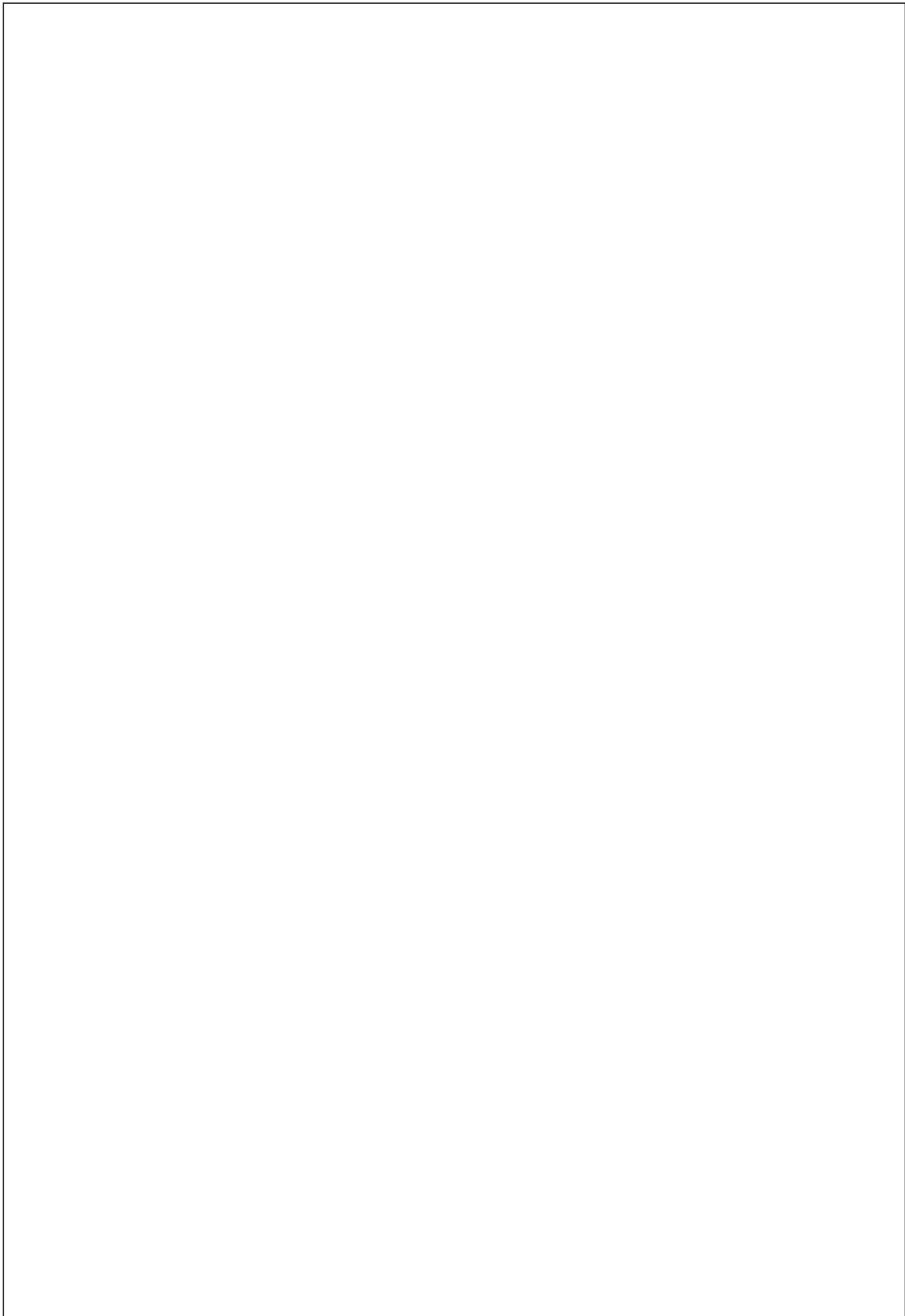
\_\_\_\_\_ **Date**

For questions or to schedule a Stormwater Compliance Inspection, please contact Sonia Delgado, Public Works, at (209) 895-8064 or via e-mail at [sdelgado@ci.patterson.ca.us](mailto:sdelgado@ci.patterson.ca.us)

***For City Use Only***

Date ESCP Received by City: \_\_\_\_\_  
 Name of Staff Receiving ESCP: \_\_\_\_\_  
 Plan Reviewed by: \_\_\_\_\_ Date Reviewed: \_\_\_\_\_  
 Pre-Soil Disturbance Inspection Date: \_\_\_\_\_  
 During Construction Inspection Date(s): \_\_\_\_\_ During Construction Inspection(s): \_\_\_\_\_  
 Post Construction Inspection Date: \_\_\_\_\_

**Site Map** (draw map below or attach another map) – Map can be hand drawn or Parcel Map with Markups.  
Please include a Map Legend for BMPs/Symbols and to utilize a North Arrow below to show direction(s).



**SECTION 00 52 19**  
**OWNER'S RIGHTS AND RESPONSIBILITIES**

**PART 1 GENERAL**

*1.1 LAND AND EASEMENTS*

- A. Owner will provide clear title and full access to the project site for Contractor's use, throughout the duration of the Project.

*1.2 DEFFECTIVE WORK*

- A. If Contractor fails to correct defective work promptly after receipt of notice by the Owner or Engineer, Owner may order defective work done by others after seven days' written notice to Contractor for remedy or correction of any such deficiency.
- B. All claims, costs, losses, and damages sustained by Owner in exercising the right to remedy deficiencies, will be charged against the Contractor.

*1.3 VISITS TO SITE*

- A. Owner will visit site as Owner deems necessary in order to observe the progress that has been made and the quality of the various aspects of Contractor's executed Work.
- B. Owner will be Contractor's primary point of contact during construction. All questions and Requests for Information shall be directed to Owner. Owner will render decisions or will refer the question to Engineer for advice and recommendation and will then render a final decision to Contractor.
- C. No oral or telephonic agreement or conversation with any officer, agent or employee of the Owner, either before or after execution of the Contract, shall affect or modify any of the terms or obligations contained in any of the Contract Documents.
- D. The Contractor shall pay the Owner for all overtime review in accordance with existing resolutions or fee schedules of the Owner unless the charges for such inspection have been specifically waived in the Contract Documents. Overtime charges will be made for all reviews on Saturdays, Sundays and State holidays, and hours worked by the reviewer other than those of the normal working day.

*1.4 AUTHORIZED VARIATIONS IN WORK*

- A. Owner may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if

any, of any such adjustment, a Claim may be made therefore as provided within the Contract Documents.

**1.5 REJECTING DEFECTIVE WORK**

- A. Owner will have authority to reject Work which Owner believes to be defective, or that Owner believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Owner will also have authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

**1.6 LIMITATIONS ON OWNER'S RESPONSIBILITIES**

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.
- B. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Review of any part of the Work by the Owner shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract.

**END SECTION**

**SECTION 00 52 21**  
**WAIVER AND RELEASE SUBMITTALS**

1.1 *GENERAL INSTRUCTIONS FOR WAIVER AND RELEASE  
(LIEN WAIVER) SUBMITTALS*

- A. Waivers and Releases must be submitted, on forms provided by Owner or on equivalent forms supplied by Contractor. Copies of said forms, which comply with Civil Code Sections 8132 through 8138, are attached at the end of this Section.
- B. Comply with Section 01 20 00 - Measurement and Payment.
- C. Waiver and Release submittal sequence:
  - 1. Upon initial submittal for progress payment, submit for each subcontractor, material or equipment supplier a "**Conditional Waiver And Release Upon Progress Payment**". If initial submittal is also a final submittal for any or all subcontractors, material or equipment suppliers, submit a "**Conditional Waiver And Release Upon Final Payment**" for those suppliers or subcontractors.
  - 2. Upon each subsequent submittal for progress payment, submit for each subcontractor, material or equipment supplier a "**Conditional Waiver And Release Upon Progress Payment**" for the total amount through the current progress payment. Also submit an "**Unconditional Waiver And Release Upon Progress Payment**" reflecting the previous progress payment aggregate sum.
  - 3. Upon submittal for final progress payment, submit for each subcontractor, material or equipment supplier a "**Conditional Waiver And Release Upon Final Payment**". Also submit an "**Unconditional Waiver And Release Upon Progress Payment**" reflecting the previous progress payment aggregate sum.
  - 4. Prior to final payment, submit for each subcontractor, material or equipment supplier a "**Conditional Waiver And Release Upon Final Payment**".
  - 5. Upon receipt of final payment, Contractor shall submit an "**Unconditional Waiver And Release Upon Final Payment**".

**END OF SECTION**

### CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

#### Identifying Information

Name of Claimant: \_\_\_\_\_

Name of Customer: \_\_\_\_\_

Job Location: \_\_\_\_\_

Owner: \_\_\_\_\_

Through Date: \_\_\_\_\_

#### Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: \_\_\_\_\_

Amount of Check: \$ \_\_\_\_\_

Check Payable to: \_\_\_\_\_

#### Exceptions

This document does not affect any of the following:

(1) Retentions.

(2) Extras for which the claimant has not received payment.

(3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: \_\_\_\_\_

Amount(s) of unpaid progress payment(s): \$ \_\_\_\_\_

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(4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

**Signature**

Claimant's Signature: \_\_\_\_\_

Claimant's Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

## UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

### Identifying Information

Name of Claimant: \_\_\_\_\_

Name of Customer: \_\_\_\_\_

Job Location: \_\_\_\_\_

Owner: \_\_\_\_\_

Through Date: \_\_\_\_\_

### Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment: \$ \_\_\_\_\_

### Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

### Signature

Claimant's Signature: \_\_\_\_\_

Claimant's Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

## CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

### Identifying Information

Name of Claimant: \_\_\_\_\_

Name of Customer: \_\_\_\_\_

Job Location: \_\_\_\_\_

Owner: \_\_\_\_\_

### Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: \_\_\_\_\_

Amount of Check: \$ \_\_\_\_\_

Check Payable to: \_\_\_\_\_

### Exception

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$ \_\_\_\_\_

### Signature

Claimant's Signature: \_\_\_\_\_

Claimant's Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

## UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

### Identifying Information

Name of Claimant: \_\_\_\_\_

Name of Customer: \_\_\_\_\_

Job Location: \_\_\_\_\_

Owner: \_\_\_\_\_

### Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Maker of Check: \_\_\_\_\_

Amount of Check: \$ \_\_\_\_\_

Check Payable to: \_\_\_\_\_

### Exception

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$ \_\_\_\_\_

### Signature

Claimant's Signature: \_\_\_\_\_

Claimant's Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**SECTION 00 55 00**  
**NOTICE TO PROCEED**

**TO: (Successful Bidder)**

**PROJECT:** City of Patterson  
Sunset Court Improvements

**DATE:**

This Notice to Proceed is issued pursuant to the Contract dated \_\_\_\_\_. You are hereby notified to commence work on or before \_\_\_\_\_, and you are to complete the WORK within **Thirty (30)** consecutive working days from that date.

**The date of completion of all WORK is therefore**\_\_\_\_\_.

OWNER – City of Patterson

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

---

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice to Proceed is hereby acknowledged by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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

Title: \_\_\_\_\_

**END OF SECTION**

**SECTION 00 61 00**  
**BOND REQUIREMENTS**

**PART 1 GENERAL**

**1.1 GENERAL**

- A. The following bonds are required as part of this project:
1. Bid Bond, in accordance with Specification Section 00 43 13. The principal sum shall be in the amount of 10 percent (10%) of the amount of the base bid.
  2. Performance Bond, in accordance with Specification Section 00 61 13. The principal sum shall be in the amount of 100 percent (100%) of the amount of the contract awarded.
  3. Payment Bond, in accordance with Specification Section 00 61 16. The principal sum shall be in the amount of 100 percent (100%) of the amount of the contract awarded.
  4. Warranty Bond, in accordance with Specification Section 00 65 38. The principal sum shall be in the amount of 10 percent (10%) of the amount of the contract awarded.
- B. All bonds shall be issued by an admitted surety insurer.
- C. The payment and performance bonds required by these specifications will neither be accepted nor approved by the Owner unless the bonds are underwritten by an admitted surety and the requirements of California Code of Civil Procedure Section 995.630 are met.
- D. The Owner further reserves the right to satisfy itself as to the acceptability of the surety and the form of bond.
- E. **Upon request by the Owner, the Bidder shall submit the following documents:**
1. The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument authorizing the person who executed the bond to do so.
  2. A certified copy of the certificate of authority of the insurer issued by the California Insurance Commissioner.
  3. A certificate from the county clerk that the certificate of authority has not been surrendered, revoked, canceled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.

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4. A certified copy of the certificate of the listing status from the United States Department of the Treasury circular 570, as amended.
  5. A financial statement of the assets and liabilities of the insurer to the end of the quarter calendar year prior to 30 days next preceding the date of the execution of the bond, in the form of an officers' certificate as defined in Corporations Code Section 173.
- F. Such Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570.
- G. The expense of these Bonds shall be borne by the Contractor.
- H. If at any time a Surety on any such Bond is declared a bankrupt or loses its right to do business in the state in which the Work is to be performed or is removed from the list of surety companies accepted on Federal Bonds, Contractor shall within twenty (20) days after notice from the Owner to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner.
1. The premiums on such Bond shall be paid by the Contractor.
  2. No further payment shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished an acceptable Bond to the Owner.

**END SECTION**

**SECTION 00 61 13**  
**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

an admitted California Surety, California Certificate No.: \_\_\_\_\_

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto City of Patterson, hereinafter called Owner, in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

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NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER that the said 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 of the Specifications accompanying the same shall release or otherwise affect its obligation on this Bond, and it does hereby 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.

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PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed, this the \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal

By \_\_\_\_\_ (s)

\_\_\_\_\_  
Address

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Surety

By \_\_\_\_\_ (s)  
Attorney-in-Fact

\_\_\_\_\_  
Address

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address

*NOTES: Date of bond must not be prior to date of Contract.  
If Contractor is a partnership, all partners must execute Bond.*

**END SECTION**

**SECTION 00 61 16**  
**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

an admitted California Surety, California Certificate No.: \_\_\_\_\_

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto City of Patterson, hereinafter called Owner, in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

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NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void, otherwise, to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time alternation or addition to the terms of the Contract or to work to be performed thereunder of the Specifications accompanying the same shall release or otherwise affect its obligation 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.

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PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed, this the \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal

By \_\_\_\_\_ (s)

\_\_\_\_\_  
Address

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Surety

By \_\_\_\_\_ (s)  
Attorney-in-Fact

\_\_\_\_\_  
Address

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address

*NOTES: Date of bond must not be prior to date of Contract.  
If Contractor is a partnership, all partners must execute Bond.*

**END SECTION**

**SECTION 00 63 44  
CHANGES TO THE WORK**

**PART 1 GENERAL**

**1.1 GENERAL**

- A. The provisions of Caltrans Standard Specifications section 9-1.04 are deleted and replaced by this section.

**1.2 COST OF CHANGED WORK**

- A. When extra work is to be paid for on a force account basis, the labor, materials and equipment used in the performance of that work shall be subject to the approval of the Engineer and compensation will be determined as follows:
  - 1. To actual wages paid, a Labor Surcharge as specified in the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates."
  - 2. To actual wages paid, including the Labor Surcharge, a fee of 15%.
  - 3. To the costs incurred for materials purchased and equipment rental, a fee of 15%.
    - a. Equipment rental rates shall be computed on the basis of "Labor Surcharge and Equipment Rental Rates" referenced above.
  - 4. To the costs incurred for subcontracted work, a fee of 5%.
    - a. Basis of cost shall be the subcontractor's written quote.
- B. For changes that result in a decrease in cost, the Contractor shall not be entitled to any compensation for loss of expected profit.

**1.3 AUTHORIZATION REQUIRED**

- A. Contractor shall not proceed with work outside the scope, lines or grades shown on the Plans or other documents without proper authorization. Necessary authorization shall be a Work Change Directive or Change Order, properly signed by the Engineer and/or the Owner.
- B. Work done without proper or timely authorization will not be paid.

**END OF SECTION**

## SECTION 00 64 00

### CLAIMS AND DISPUTE RESOLUTION

#### PART 1 GENERAL

##### 1.1 CLAIMS RESOLUTION PROCESS

- A. In accordance with Public Contract Code section 9204, should CONTRACTOR make a claim for (1) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City of Patterson; (2) payment by the City of Patterson of money or damages arising from the work done by, or on behalf of, the CONTRACTOR pursuant contract, payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled; or (3) payment by the City of Patterson of an amount that is disputed by the City of Patterson, the CONTRACTOR shall send a demand by registered mail or certified mail with return receipt requested to the City of Patterson.
- B. Upon receipt of a claim, the City of Patterson shall conduct a reasonable review of the claim and, within a period not to exceed forty-five (45) calendar days, shall provide the CONTRACTOR a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the City of Patterson and CONTRACTOR may, by mutual agreement, extend the time period provided in this subdivision. The CONTRACTOR shall furnish reasonable documentation to support its claim.
- C. If the City of Patterson needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the City of Patterson's governing body does not meet within the forty-five (45) calendar days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City of Patterson shall have up to three (3) calendar days following the next duly publicly noticed meeting of the City of Patterson's governing body after the forty-five (45) calendar day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) calendar days after the City of Patterson issues its written statement.
- D. If the CONTRACTOR disputes the City of Patterson's written response, or if the City of Patterson fails to respond to a claim within the time prescribed, the CONTRACTOR may demand in writing an informal conference to meet and confer for settlement of the issues in dispute.
- E. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City of Patterson shall schedule a meet and confer conference within thirty (30) calendar days for settlement of the dispute.
- F. Within ten (10) working days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City of Patterson shall provide the CONTRACTOR a written statement identifying the

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portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) calendar days after the City of Patterson issues its written statement.

- G. Any disputed portion of the claim, as identified by the CONTRACTOR in writing, shall be submitted to nonbinding mediation, with the City of Patterson and the CONTRACTOR sharing the associated costs equally. The City of Patterson and the CONTRACTOR shall mutually agree to a mediator within ten (10) working days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation as may be provided in the Contract Documents. Unless otherwise agreed to by the City of Patterson and the CONTRACTOR in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code section 20104.4 to mediate after litigation has been commenced. This section does not preclude the City of Patterson from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.
- H. Failure by the City of Patterson to respond to a claim from the CONTRACTOR within the time periods described in this section or otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City of Patterson's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
- I. Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent (7%) per annum.
- J. If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against the City of Patterson because privity of contract does not exist, the CONTRACTOR may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the CONTRACTOR present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the City of Patterson shall furnish reasonable documentation to support the claim. Within forty-five (45) days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the CONTRACTOR presented the claim to the City of Patterson and, if the CONTRACTOR did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

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- K. A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the City of Patterson may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

**END OF SECTION**

**SECTION 00 65 16**  
**CERTIFICATE OF SUBSTANTIAL COMPLETION**

**Certificate of Substantial Completion**

Project:	
Owner:	Owner's Contract No.:
Contractor:	Engineer's Project No.:

**This [tentative] [definitive] Certificate of Substantial Completion applies to:**

- All Work under the Contract Documents:                       The following specified portions of the Work:

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\_\_\_\_\_ Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:**

- Amended Responsibilities                       Not Amended

Owner's Amended Responsibilities:

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**SECTION 00 65 36**  
**GUARANTY**

The Contractor shall remain responsible for all defects in the Work, for a period of one (1) year following completion and acceptance of the Work by the Owner. Should any of the materials or equipment prove defective or should the Work as a whole prove defective, due to faulty techniques, material furnished or methods of installation, or should the Work or any part thereof fail to operate properly as originally intended and in accordance with the Plans and Specifications, the undersigned agrees to, upon demand by the Owner, replace any such materials and repair said work completely and without cost to the Owner, so that said work will function successfully as originally contemplated, or, upon demand, reimburse the Owner for its expenses incurred in restoring said Work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs.

The Owner shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the Owner elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after receipt of demand from the Owner. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the Owner shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

Prior to Owner exercising the option to have such repair or replacement performed by others, Owner shall notify undersigned of Owner's intent. Undersigned shall have 10 days to inspect the defective Work, materials and/or equipment and ascertain its condition. Full compensation for furnishing the guaranty will be considered as included in the contract price or prices paid for the items of work involved and no additional compensation will be allowed therefore.

Failure to timely perform the work, or to compensate Owner for Owner's repair expenditures, may result in Owner making a claim against Contractor's Warranty Bond per Section 00 65 38 of these specifications.

Date: \_\_\_\_\_

\_\_\_\_\_  
Contractor

**END SECTION**

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**SECTION 00 65 38**  
**WARRANTY BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

an admitted California Surety, California Certificate No.: \_\_\_\_\_

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto City of Patterson, hereinafter called Owner, in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ a copy of which is hereto attached and made a part hereof for the construction of:

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NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in making all necessary repairs, replacement, corrections or adjustments during the Warranty Period, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER that the said 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 of the Specifications accompanying the same shall release or otherwise affect its obligation on this Bond, and it does hereby 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.

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PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed, this the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal

By \_\_\_\_\_ (s)

\_\_\_\_\_  
Address

ATTEST:

\_\_\_\_\_  
(Principal) Secretary  
(SEAL)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Surety

By \_\_\_\_\_ (s)  
Attorney-in-Fact

\_\_\_\_\_  
Address

ATTEST:

\_\_\_\_\_  
(Surety) Secretary  
(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address

*NOTE: Date of bond must not be prior to date of Contract.  
If Contractor is Partnership, all partners should execute Bond.*

**END SECTION**

**SECTION 00 72 00**  
**GENERAL CONDITIONS**

**PART 1 GENERAL**

- 1.1 The General Conditions for this Project shall be Chapters 1 through 9, inclusive, of the most recent California State Standard Specifications of the California Department of Transportation insofar as the same may apply and in accordance with Divisions 0 and 1 of these Specifications.
- 1.2 In case of conflict between the General Conditions and these Specifications, the order of precedence is set forth in paragraph 1.1 D of Section 01 00 05, Specifications, of these Specifications.

**END SECTION**

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**SECTION 00 72 20**

**LEGAL RELATIONS AND RESPONSIBILITIES**

**General**

**The following sections detail changes that shall apply to the State Standard Specifications, Chapter 7.**

**Contractor is advised that he shall be responsible to follow and abide by all applicable state laws, whether or not they are specifically cited below.**

**changes to state standard specifications**

**CERTIFIED PAYROLL RECORDS. - Section 7-1.02K(3) provides email addresses for submittal of certified payroll records. These are not correct for the subject project. All certified payrolls shall be submitted electronically to the California Department of Industrial Relations per the DIR requirements, with an electronic copy to the City of Patterson.**

All other rules for certified payrolls remain the same.

- 1.1 LAWS TO BE OBSERVED.** - the original provisions of section 7-1.01 shall be deleted and the following substituted therefore:

**'7-1.01 Laws to be Observed.** - The Contractor shall keep itself fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations 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. He or she shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Work; and shall indemnify the City of Patterson, and all officers and employees thereof connected with the Work, including but not limited to the Director of Public Works and the Engineer, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by itself or its employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for the work in relation to any such law, ordinance, regulation, order, or decree the Contractor shall forthwith report the same to the Engineer in writing."

- 1.2 INSURANCE REQUIREMENTS**

A. Section 7-1.06B, Casualty Insurance, Section 7-1.06C, Worker's Compensation and Employer's Liability Insurance, and Sections 7-1.06D(1), Liability Insurance – General and 7-1.06D(2), Liability Limits/Additional Insureds, shall be deleted and replaced with the requirements in Section 00 73 16 of these Specifications.

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B. The remainder of Section 7-1.06 shall remain in full force and effect.

1.3 **ADDITIONAL PROVISIONS.** - The Following Additional Paragraphs A through H, Inclusive, Shall Be Inserted At The End Of Chapter 7 Of The Standard Specifications:

- A. **Contractor Not Responsible For Damage Resulting From Certain Acts of God.** - As provided in Section 7105 of the California Public Contract Code, the Contractor shall not be responsible for the cost of repairing or restoring damage to the Work which damage is determined to have been proximately caused by an act of God, in excess of 5 percent of the contracted amount, provided, that the Work damaged was built in accordance with accepted and applicable building standards and the plans and specifications of the City of Patterson. The Contractor shall obtain insurance to indemnify the City of Patterson for any damage to the Work caused by an act of God if the insurance premium is a separate bid item in the bidding schedule for the Work. For purposes of this section, the term "acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale, and tidal waves.
- B. **Notice of Completion.** - in accordance with the Sections 3086 and 3093 of the California Civil Code, within 10 days after date of acceptance of the Work by the Patterson City Council, the City of Patterson will file, In the County Recorder's office, a Notice of Completion of the Work.
- C. **Unpaid Claims.** - If, at any time prior to the expiration of the period for service of a Stop Notice, there is served upon the City of Patterson a Stop Notice as provided in Sections 3179 through 3210 of the Civil Code of the State of California, the City of Patterson shall, until the discharge thereof, withhold from the moneys under its control so much of said moneys due or to become due the Contractor under this Contract as shall be sufficient to answer the claim stated in such stop notice and to provide for the reasonable cost of any litigation thereunder; provided, that if the Engineer shall, in its discretion, permit the Contractor to file with the City of Patterson the bond referred to In Section 3196 of the Civil Code of the State of California, said moneys shall not thereafter be withheld on account of such Stop Notice.
- D. **Retainage From Monthly Payments.** - Pursuant to Section 22300 of the California Public Contract Code, the Contractor may substitute securities for any money withheld by the City of Patterson to insure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Patterson or with a state or federally chartered bank as the escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the Contract. Deposit of securities with an escrow agent shall be subject to a written agreement for in-lieu construction payment retention provided by the City of Patterson between the escrow agent and the City of Patterson which provides that no portion of the securities shall be paid to the Contractor until the City of Patterson has certified to the escrow agent, in writing, that the Contract has been satisfactorily completed. The City of Patterson will not certify that the Contract has been satisfactorily completed until at least 30 days after filing by the City of Patterson of a Notice of Completion. Securities eligible for investment under Public Contract Code Section 22300 shall be limited to those listed in Section 16430 of the Government Code and to bank or savings and loan certificates of deposit."

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- E. **Removal, Relocation, or Protection of Existing Utilities.** - In accordance with the provisions of Section 4215 of the California Government Code, any contract to which a public City of Patterson as defined in Section 4401 is a party, the public City of Patterson shall assume the responsibility, between the parties to the contract, for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the site of any construction project that is a subject of the contract, if such utilities are not identified by the public City of Patterson in the plans and specifications made a part of the invitation for bids. The City of Patterson will compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the public City of Patterson or the owner of the utility to provide for removal or relocation of such utility facilities.

Nothing herein shall be deemed to require the public City of Patterson to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve the public City of Patterson from identifying main or trunk lines in the plans and specifications.

If the Contractor while performing the contract discovers utility facilities not identified by the public City of Patterson in the contract plans or specifications, he or she shall immediately notify the public City of Patterson and utility in writing.

The public utility, where they are the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

- F. **Contracts for Trenches or Excavations; Notice on Discovery of Hazardous Waste or Other Unusual Conditions; investigations; Change Orders; Effect on Contract.** - As required under Section 7104 of the Public Contracts Code, in any public works contract of a local public entity which involves the digging trenches or other, excavations that extend deeper than 1.2 meters (4 feet) below the surface shall be subject to the following conditions: The Contractor shall promptly, and before the following conditions are disturbed, notify the public entity in writing, of any:
- (1) Material that the Contractor believes may be material that is hazardous waste as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
  - (2) Subsurface or latent physical conditions at the site differing from those indicated.

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- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.'

- G. **Resolution of Construction Claims.** - As required under Section 20104, et seq., of the California Public Contract Code, any demand of \$375,000 or less, by the Contractor for a time extension, payment of money, or damages arising from the work done by or on behalf of the Contractor pursuant to this Contract; or payment of an amount which is disputed by the City of Patterson shall be processed in accordance with the provisions of said Section 20104, et. seq., relating to informal conferences, non-binding judicially-supervised mediation, and judicial arbitration.

A single written claim shall be filed under this Article prior to the date of final payment for all demand resulting out of the Contract.

Within 30 days of the receipt of the claim, the City of Patterson may request additional documentation supporting the claim or relating to defenses or claims the City of Patterson may have against the Contractor. If the amount of the claim is less than \$50,000, the Contractor shall respond to the request for additional information within 15 days after receipt of the request. The Contractor shall respond to the request within 30 days or receipt if the amount of the claim exceeds \$50,000, but is less than \$375,000.

Unless further documentation is requested, the City of Patterson shall respond to the claim within 45 days if the amount of the claim is less than \$50,000, or within 60 days if the amount of the claim is more than \$50,000 but less than \$375,000. If further documentation is requested, the City of Patterson shall respond within the same amount of time taken by the Contractor to respond, or 15 days, whichever is greater, after receipt of the information if the claim is less than \$50,000, If the claim is more than \$50,000 but less than \$375,000 and further documentation is requested by the City of Patterson, the City of Patterson shall respond within the same amount of time taken by the Contractor to respond or 30 days, whichever is greater.

If the Contractor disputes the City of Patterson's response, or the City of Patterson fails to respond, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute. The demand shall be served on the City of Patterson within 15 days after the deadline of the City of Patterson to respond or within 15 days of the City of Patterson's response, whichever occurs first. The City of Patterson shall schedule the meet and confer conference within 30 days of the request.

If the meet and confer conference does not produce a satisfactory request, the Contractor may pursue the remedies authorized by law.

**END SECTION**

**SECTION 00 73 15**  
**INDEMNITY AGREEMENT**

The undersigned Contractor (or supplier) by reason of contracts or purchase orders (and addenda and riders thereto) which have or may be entered into with the designated certificate holder, agrees the following conditions shall apply with respect to any and all work performed for or materials or equipment supplied to designated certificate holder.

To the greatest extent allowed by the law, the Contractor agrees to indemnify and save harmless, the City of Patterson, Provost & Pritchard Consulting Group, and each of their officers, directors, agents, employees, and consultants (collectively, Indemnitees) from and against all loss or expense (including costs and attorney fees), on account of injury or death of persons employed by the Contractor, or his sub-contractors, his or their agents or employees; injury to or death of any person; or injury to, damage or destruction of property, real or personal, including loss of use thereof. Upon demand, the Contractor shall defend any suits or actions covered by the terms of this Agreement.

The Contractor agrees to indemnify and save harmless, the City of Patterson, the State of California, the United States of America, Provost & Pritchard Consulting Group, their officers, directors, agents, employees, and consultants from and against all loss or expense, (including costs and attorney fees) on account of injury or death of persons employed by the Contractor, or his sub-contractors, his or their agents or employees; injury to or death of any person; or injury to, damage or destruction of property, real or personal, including loss of use thereof. Upon demand, the Contractor shall defend any suits or actions covered by the terms of this Agreement.

The Contractor will indemnify and save harmless the Owner, the County of Stanislaus, all other participating public agencies who have jurisdiction within the areas in which the work is to be performed (whether or not said agencies are named herein), Provost & Pritchard Consulting Group, their officers, directors, agents, employees, and consultants, from and against any and all claims, demands, causes of action, damages (including damages to County property or property of the participating agencies), costs or liabilities (including costs or liabilities of the County or the participating agencies with respect to its employees), in law or in equity of every kind and nature whatsoever, directly or proximately resulting from or caused by performance of the contract, whether such performance by the Contractor, his subcontractor or anyone directly or indirectly employed by him; and the Contractor shall, at his sole risk and expense, defend any and all suits, actions or other legal proceeding which may be brought or instituted by third persons against the County, the Owner, the participating agencies, their officers and employees on any such claim, demand or cause of action, and the Contractor shall pay and satisfy any judgment or decree which may be rendered against the County, the Owner, the participating agencies, their officers and employees in any such suit, action, or other legal proceedings.

Pursuant to Civil Code 2782 (A), Contractor shall have no obligation to indemnify or save harmless Indemnitees against loss or expense due to the sole active negligence or willful misconduct of the City of Patterson or the City of Patterson's agents, servants, or independent contractors who are directly responsible to the City of Patterson, nor due to defects in design furnished by those persons.

Pursuant to Civil Code 2782 (B), Contractor shall have no obligation to indemnify or save harmless Indemnitees against loss or expense due to the active negligence of Owner.

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Before commencing work, Contractor shall obtain at his own expense, and agrees to keep in effect during the life of this Contract, as a minimum requirement, insurance coverages as set forth in Section 00 73 16, Insurance Requirements.

The rights and remedies of the City of Patterson provided in this section shall not be exclusive and are in addition to any other rights and remedies available by law or under this Agreement. This provision shall survive the expiration or termination of this Agreement.

DATE: \_\_\_\_\_

ACCEPTED: \_\_\_\_\_  
Owner, Partner or Officer

Witness-If Corp., Attest & Seal

COMPANY: \_\_\_\_\_

\_\_\_\_\_

**END SECTION**

## SECTION 00 73 16

### INSURANCE REQUIREMENTS

Before commencing work, Contractor shall obtain at his own expense, and agrees to keep in effect during the life of this Contract, as a minimum requirement, the following insurance coverages issued by a company or companies acceptable to the Owner. All insurance, excepting Workers' Compensation and Occupational Disease Insurance, shall include as additional insured: the City of Patterson, and their officers, directors, agents, employees and consultants.

- 1) Worker's Compensation and Occupational Disease Insurance meeting the statutory requirements of the State of California; and Employer's Liability Insurance in an amount of at least \$1,000,000.00.

- 2) Comprehensive Liability Insurance with limits of:

Bodily Injury, Property Damage and Personal Injury - \$2,000,000.00 each occurrence, \$4,000,000.00 general aggregate.

This insurance shall be on an occurrence basis and shall protect the Contractor against liability arising from: his operations, operations by sub-contractors, elevators, products, completed operations and contractual liability assumed under the indemnity provisions above insurance.

- 3) Automobile Liability on occurrence basis covering any automobile, including all owned, non-owned, and hired automobiles for limits of liability of:

Bodily Injury and Property Damage, Combined Single Limit - \$2,000,000.00 each occurrence.

- 4) Builder's Risk Insurance

- 5) Contractor's Property Damage Liability insurance shall include coverage for property damage caused by blasting, collapse, structural injuries or damage to underground utilities. The policy shall not contain the so-called "x," "c," or "u" exclusions.

The certificate of insurance shall further provide that ten days notice of cancellation or reduction in coverage shall be given the Owner.

An Additional Insured Endorsement CG 20 10 form (or equivalent) and a CG 20 37 Completed Operations Endorsement to the Contractor's General Liability insurance policy naming the City of Patterson, its officers, agents, employees, and volunteers as additionally insured, shall also be furnished.

In addition to the certificate of insurance, the Contractor shall provide a Waiver of Subrogation endorsement in favor of the City, its officers, officials, agents, employees, and volunteers.

Provided, however, that the limits of such insurance shall not limit the extent of such assumed responsibility and liability.

**END OF SECTION**

**SECTION 01 00 05**  
**SPECIFICATIONS**

**PART 1 GENERAL**

*1.1 GENERAL*

- A. The Contractor shall keep on the job a copy of the Plans and Specifications and shall at all times give the Owner and Engineer access thereto.
- B. Anything mentioned in the Specifications and not shown on the Plans or shown on the Plans and not mentioned in the Specifications shall be of like effect as if shown or mentioned in both.
- C. The Contractor shall not take advantage of any errors, discrepancies or omissions which may exist in the Plans and Specifications but shall immediately call them to the attention of the Engineer whose interpretation or correction thereof shall be conclusive.
- D. In case of conflict between portions of the Contract Documents, the order of precedence of Contract Documents shall be:
  - First: Permits from other agencies as may be required by law.
  - Second: Addenda
  - Third: Bid Documents, Division 0
  - Fourth: Construction Details, Section 10
  - Fifth: Plans
  - Sixth: General Requirements, Division 1 & Existing Conditions, Division 2
  - Seventh: State Standard Specifications
  - Eighth: Reference Documents
- E. Change Orders, supplemental agreements and approved revisions to Plans and Specifications will take precedence over documents listed above. Detailed Plans shall have precedence over general Plans.
- F. Whenever any conflict appears in any portions of the Contract Documents, it shall be resolved by application of the order of precedence.
- G. If a conflict appears within a specification section, the more restrictive clause shall apply.

*1.2 GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS*

- A. For definitions of the Specifications categorized as General Requirements (Division 1), Existing Conditions (Division 2) and Construction Details (Section 10) refer to Section 01 42 13 – Definitions and Abbreviations.

1.3 *REFERENCE DOCUMENTS*

- A. For a definition of Reference Documents and State Standard Specifications refer to Section 01 42 13 – Definitions and Abbreviations.
- B. Throughout the following Specification sections, references are made to various widely published, standard and commercial specifications, manuals, or codes of technical societies, organizations, or associations. These specifications are intended to amplify the descriptions of materials, equipment, and construction systems. The Contractor shall caution each of his Subcontractors to become familiar with the contents of the pertinent portions of these Reference Documents. The following Reference Documents are the most widely used, and are cited or referred to in each of the following sections of these Specifications:
  - 1. American Society of Testing Materials (ASTM)
  - 2. American National Standards Institute (ANSI)
  - 3. American Standards Associations (ASA)
  - 4. American Concrete Institute (ACI)
  - 5. Federal Specifications, as applicable.
  - 6. California Building Code
  - 7. California Plumbing Code
  - 8. Caltrans State Standard Specifications
  - 9. National Electric Code
  - 10. Construction Safety Orders of the Division of Industrial Relations latest edition.
- C. Each citation of a Reference Document shall be construed to refer to the latest published revision of such specification as of the date of the invitation for bids and to such portions of it that relate and apply directly to the material or installation called for on this job. The Engineer will give no consideration to any claimed ignorance as to what a cited Reference Document contains, since such Subcontractor on a project of this scope is deemed to be experienced and familiar with his own trade to be experienced and familiar with his own trade's generally accepted, published standards of quality.
- D. Whenever references are made to any of the above-mentioned Reference Documents or testing methods in the governing Building Codes, the requirements of those Reference Documents shall govern, insofar as they are not in contravention with maxima or minima prescribed by documents designated in the Building Code.

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1.4 LIST OF DRAWINGS

A. The Work shall conform to the following Drawings:

<u>SHEET NUMBER</u>	<u>TITLE</u>
1	COVER
2	CONSTRUCTION NOTES
3	TOPOGRAPHY & DEMOLITION PLAN
4	SUNSET COURT PLAN & PROFILE
5	CITY STANDARD DETAIL
6	STRIPING PLAN
7	EROSION CONTROL PLAN

1.5 STATE STANDARD SPECIFICATIONS

A. For the purpose of this contract, the following terms or pronouns in place of them, used throughout the State Standard Specifications and defined in Section 1, Definition of Terms, of the State Standard Specifications, shall be as follows:

<u>TERMS</u>	<u>INTERPRETATION</u>
State	City of Patterson
Department	City of Patterson
Director	City Manager
Engineer	City of Patterson
Department of Transportation	City of Patterson
Contractor	The person or persons, co-partnerships or corporation, private or municipal, who have entered into a contract with the City of Patterson as party or parties of the second part, or his or her legal representatives.

1.6 OCCUPATIONAL SAFETY AND HEALTH ACT

A. The applicable standards of the American National Standards Institute and the National Fire Protection Association that have been adopted are hereby made a part of these Specifications as a whole and as mentioned in the various sections.

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- B. Any errors, ambiguities, or inconsistencies of these standards with either the local codes, the Specifications, or the Drawings shall be brought to the attention of the Engineer.

*1.7 COMPLIANCE WITH ALL LAWS AND CODES*

- A. Contractor shall conform to and abide by all local city, county, state and federal laws, rules, regulations, including industrial safety laws. Such laws shall be considered as essential parts of these Specifications and, in the absence of definite requirements herein, the provisions of such rules and regulations shall be observed by the Contractor. If the Drawings and/or Specifications are at variance therewith, Contractor shall so notify Engineer promptly. Should the Contractor perform any work contrary to such laws, ordinances, rules and regulations he shall bear all costs arising therefrom.
- B. Where these Specifications, however, call for or describe materials workmanship or construction of a better quality, higher standard, or larger size than is required by said rules and regulations, the provisions of these Specifications shall take precedence over said rules and regulations. Contractor shall furnish, without any extra charge, all additional labor or materials, or both, when required for compliance with these rules and regulations.

**END SECTION**

## SECTION 01 11 00

### DESCRIPTION OF WORK AND SCHEDULE CONSTRAINTS

#### GENERAL

##### 1.1 WORK INCLUDED

- A. The Work includes furnishing all labor, materials, and equipment necessary to complete improvements to Sunset Court. The major work consists of installation of public infrastructure improvements along Sunset Court in the City of Patterson. The work includes, but is not limited to, mobilization and demobilization; erosion control; traffic control systems; potholing of existing utilities; removal of existing pavement markings and improvements; earthwork and grading; shoring, sheeting, and bracing as required; construction of water system improvements including approximately 175 linear feet of water main, installation of valves, water services, fire hydrants and appurtenances, and connection to the existing water system; construction of sewer improvements including installation of a sewer manhole and connection to the existing sanitary sewer; construction of concrete improvements including curb and gutter, valley gutter, ADA curb ramp, and sidewalk with subgrade; placement of Class II aggregate base; hot mix asphalt concrete pavement; installation of thermoplastic striping and pavement markings; installation and removal of SB-1 signage; and all other work incidental and necessary for completion of the project, as shown on the Plans and specified herein.
- B. The construction site is located in Stanislaus County in Patterson, California.

##### 1.2 BEGINNING OF WORK

- A. The Contractor shall begin work within **fourteen (14)** calendar days after receipt of official Notice to Proceed from the Owner.

##### 1.3 TIME OF COMPLETION

- A. The Contractor shall substantially complete all work within **Thirty (30) working days, adhering to the Caltrans Construction Workday Calendar** unless the period for completion is extended otherwise by the Contract Documents. The Contractor shall diligently prosecute the work to completion on or before the completion date indicated on the Notice to Proceed.

##### 1.4 TIME CONSTRAINTS

- A. Contractor shall supervise, inspect, and direct the Work competently and apply such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the specific means, methods, techniques, sequence, or procedure of construction required to complete the project as specified by the Contract Documents. Contractor shall be responsible to see that the completed Work complies accurately with the Contract Documents.

##### 1.5 ACCESS AND TRAFFIC CONTROL

- A. Access along the street shall be provided at all times for emergency vehicles.

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- B. Other agencies and utility companies, such as Turlock Irrigation District, PG&E, Patterson Irrigation District, Comcast, and AT&T, may require access to the site for construction work and/or maintenance. The Contractor shall coordinate his work with these agencies and provide access when notified in writing 72 hours prior to the work.
- C. The Contractor shall diligently pursue the completion of the project and shall open any intersections, cross streets, driveways, etc., as soon as is practicable. Access shall be maintained at all times.
- D. Multiple businesses and residences are located adjacent to the project area and will be affected by construction activities. The Contractor is responsible for coordinating construction activities with the owners and maintaining access as required for business operations and residential access.
- E. The contractor shall notify businesses and residents a minimum of ten (10) working days prior to the start of construction activities. The Contractor shall maintain business and resident access at all times except for temporary interruptions required for the installation of improvements directly in the path of the drive approach. Interruptions to access shall be coordinated in advance with the property owners and every effort shall be made to restore access as quickly as practicable.

**END SECTION**

**SECTION 01 11 05**  
**ENGINEER'S STATUS DURING CONSTRUCTION**  
**GENERAL**

**1.1 OWNER'S REPRESENTATIVE**

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in these Specifications and will not be changed without written consent of Owner and Engineer.

**1.2 VISITS TO SITE**

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Section 1.5, below. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.
- C. Review of the Work by the Engineer shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract.
- D. No oral or telephonic agreement or conversation with any officer, agent or employee of the Owner or the Engineer, or with the Engineer, either before or after execution of the Contract, shall affect or modify any of the terms or obligations contained in any of the Contract Documents.

**1.3 LIMITATIONS ON ENGINEER'S AUTHORITY AND RESPONSIBILITIES**

- A. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the

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performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

- B. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- C. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

**END SECTION**

**SECTION 01 11 10**  
**COORDINATION OF WORK**  
**GENERAL**

**1.1 RESPONSIBILITY OF CONTRACTOR**

- A. If any part of the Work depends for proper execution or results upon the work of others, the Contractor shall inspect and promptly report to the Engineer any apparent discrepancies or defects in such work of others that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the work of others as fit and proper except as to defects which may develop in the work of others after execution of the Work by the Contractor.

**1.2 WORK INVOLVED WITH EXISTING SYSTEM**

- A. Existing materials and equipment removed not designated to be salvaged for Owner in the execution of the Work shall become the property of the Contractor and shall be removed from, and disposed of, off the site by the Contractor in an acceptable and lawful manner.

**1.3 COORDINATION OF WORK**

- A. The Contractor shall maintain overall coordination for the execution of the Work. Based on the Construction Schedule prepared in accordance with these Specifications, he shall obtain from each of his subcontractors a similar schedule and shall be responsible for all parties maintaining these schedules or for coordinating required modifications.

**1.4 COORDINATION WITH OTHERS**

- A. Other agencies and utility companies, including but not limited to, Patterson Irrigation District, PG&E, Comcast, Frontier, and AT&T, may require access to the site for construction work and/or maintenance. The Contractor shall coordinate his work with these agencies and provide access when notified in writing 72 hours prior to the work. The following items will be furnished by the Owner to be installed by the Contractor, as detailed on the Plans and Specifications.

**END SECTION**

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**SECTION 01 20 00**  
**MEASUREMENT & PAYMENT**  
**GENERAL**

**1.1 MEASUREMENT**

- A. Unless otherwise specified in the Contract Documents, quantities of work shall be determined from measurements or dimensions in a horizontal plane. All measurements shall be made in accordance with United States Standard Measures and shall be measured on the basis of "in-place" quantities.
- B. After the work has been completed, the Engineer will make field measurements of unit price items in order to determine the quantities of the various items as a basis for payment. On all unit price items, the contractor will be paid for the actual amount of the work performed in accordance with the contract documents, as computed from field measurements.
- C. Work or quantities not listed in the description of bid items are considered incidental to other construction and will not be measured. Compensation for such incidental work is considered to be included in the various items of work bid.

**1.2 INCREASED OR DECREASED QUANTITIES**

- A. Increases or decreases in quantities shall be governed by the General Conditions.
- B. All written requests for adjustment shall be made no later than five working days after notification by the Engineer that the item of work is complete.

**1.3 FINAL PAY QUANTITIES**

- A. Final pay quantities shall be in accordance with the General Conditions except as modified below.
- B. Final pay quantities will be designated only in the Bid Schedule and in Section 01 22 00 – Explanation of Bid Items and are not shown on the Plans.
- C. When an item of work is designated as a Final Pay Quantity on the Bid Schedule and/or in the Explanation of Bid Items, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated.

If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions.

If a final pay item is eliminated, the estimated quantity for the item will be eliminated.

If a portion of a final pay item is eliminated, the final pay quantity will be revised in

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proportion to the bid quantity represented by the eliminated portion of the item of work.

- D. The estimated quantity for each item of work designated as a Final Pay Quantity on the Bid Schedule and/or in the Explanation of Bid Items shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.
- E. In case of discrepancy between the quantity shown on the Bid Schedule for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown on the Bid Schedule.

**1.4 PARTIAL PAYMENT**

- A. Attention is directed to Section 9-1.06 of the State Standard Specifications which, except as modified herein, shall apply in its entirety.
  - 1. The local agency shall withhold not less than 5 percent of the contract price until final completion and acceptance of the project.
  - 2. Partial payments for materials on hand shall not exceed one hundred percent (100%) of the value of material delivered on site, properly stored in a secured fenced area subject to, or under the control of, the owner and local agency, and unused. Contractor shall submit copies of invoices of materials to support values. Materials stored shall be installed within 60 days of delivery for payment eligibility.
- B. Payment shall not relieve the Contractor from its obligations under the Contract; nor shall such payment be construed as acceptance of any of the Work. Payment shall not be construed as transfer of ownership of any equipment or materials to the Owner. Responsibility of ownership shall remain with the Contractor who shall be obligated to protect any fully or partially completed work or structure for which payment has been made; or replace any materials or equipment to be provided under the Contract which may be damaged, lost, stolen or otherwise degraded in any way prior to acceptance of the Work, except as provided in Section 7-1.15 of the State Standard Specifications.

**1.5 PARTIAL PAYMENT**

- A. Attention is directed to Section 9-1.16 of the State Standard Specifications which, except as modified herein, shall apply in its entirety.
  - 1. The local agency shall withhold not less than 5 percent of the contract price until final completion and acceptance of the project.
  - 2. Partial payments for materials on hand shall not exceed one hundred percent (100%) of the value of material delivered on site, properly stored in a secured fenced area subject to, or under the control of, the owner and local agency, and unused. Contractor shall submit copies of invoices of materials to support

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values. Materials stored shall be installed within 60 days of delivery for payment eligibility.

- B. Payment shall not relieve the Contractor from its obligations under the Contract; nor shall such payment be construed as acceptance of any of the Work. Payment shall not be construed as transfer of ownership of any equipment or materials to the Owner. Responsibility of ownership shall remain with the Contractor who shall be obligated to protect any fully or partially completed work or structure for which payment has been made; or replace any materials or equipment to be provided under the Contract which may be damaged, lost, stolen or otherwise degraded in any way prior to acceptance of the Work.

**1.6 FINAL PAYMENT**

- A. Notice of Completion will be filed in the normal course of business following the first regular meeting of Folwer City Council which occurs far enough after Final Completion to allow for agendaing Patterson City Council approval of the Notice.
- B. Final payment for the work will be made in accordance with the standard City of Patterson procedures.
- C. Upon completion of the project the final contract prices shall be revised by change order, if necessary, to reflect the true quantities used at the stated unit price thereof as contained in the Bidder's Proposal hereto attached. Payments on account thereof will be made as set forth in these Specifications.
- D. The Contractor shall comply with Section 00 52 21 - Waiver and Release Submittals.

**1.7 SECURITIES IN LIEU OF RETENTION AND ESCROW AGREEMENT**

- A. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with Owner, or with a state or federally chartered bank in California as the escrow agent, who shall then pay those withheld moneys to Contractor. Upon satisfactory completion of the contract, the securities shall be returned to Contractor.
- B. Alternatively, Contractor may request and the Owner shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities and Contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by Contractor. Upon satisfactory completion of the contract, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from Owner, pursuant to the terms of this section. Contractor shall pay to each subcontractor, not later than 20 days of receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to insure the performance of Contractor.
- C. Securities eligible for investment under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of

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deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and Owner.

- D. Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

### ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between \_\_\_\_\_  
\_\_\_\_\_ whose address is \_\_\_\_\_  
\_\_\_\_\_ herein after called "Owner," \_\_\_\_\_  
\_\_\_\_\_ whose address is \_\_\_\_\_  
\_\_\_\_\_ hereinafter called "Contractor" and \_\_\_\_\_  
\_\_\_\_\_ whose address is \_\_\_\_\_  
\_\_\_\_\_ hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for \_\_\_\_\_ in the amount of \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the escrow agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of \_\_\_\_\_, and shall designate the Contractor as the beneficial owner.

(2) The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

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(7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

(8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

On behalf of Contractor:

On behalf of Escrow Agent:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

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Owner

Contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**END SECTION**

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**SECTION 01 22 00**  
**EXPLANATION OF BID ITEMS**

**PART 1 GENERAL**

The Contract payment for the specified items of work as set forth in the Bid Schedule shall be full compensation for furnishing all labor, materials, methods or processes, implements, tools, equipment and incidentals and for doing all work involved as required by the provisions of the Contract Documents for a complete in place and operational system.

- A. Unless otherwise specified in the Specifications, quantities of work shall be determined per each, or from measurements or dimensions in a horizontal plane. All materials shall be measured on the basis of "in place" quantities and paid for using the units listed in the bid schedule.
- B. Except as noted, the Engineer will make field measurements of unit price items in order to determine the quantities of the various items as a basis for payment. On all unit price items, the contractor will be paid for the actual amount of the work performed in accordance with the contract documents, as computed from field measurements.
- C. Work or quantities not listed in the description of bid items are considered incidental to other construction and will not be separately measured or paid for. Compensation for such work and/or material shall be included in the prices paid for other items of work.
- D. Bid Items noted as Being Final Pay Quantity will be handled in accordance with Section 01 20 00, Measurement & Payment.

**1.2 BID ITEMS**

**Bid Item 1 – Mobilization and Demobilization:** Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals making up the cost of mobilization, move-in, move-out, all necessary bonds, insurance, permits, licenses, construction staking, surveying, layout, and fees required during the performance of the work as specified. This bid item shall include full compensation for acquiring all permits and paying all fees and deposits as described in Section 00 52 17 of these Specifications. This item also includes demobilization, including the removal of all equipment, supplies, personnel and incidentals from the project at the end of construction. The first payment of the lump sum price for Mobilization and Demobilization will be fifty percent of the contract lump sum price and will be paid with the first request provided that all submissions required are submitted by the Contractor to the satisfaction of the Engineer. The second payment of the lump sum price for Mobilization and Demobilization will be twenty five percent of the contract lump sum price and shall be included in the second pay request. The third and final payment of the lump sum price for Mobilization and Demobilization will be included in the final pay request.

**Bid Item 2 – Erosion Control:** Payment for this item shall include full compensation for

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furnishing all labor, materials, tools, equipment, and incidentals; for doing all the work involved in developing, preparation, submittal, revising, and amending the Erosion Control; installing, constructing, removing, and disposing of water pollution control practices, including non-storm water management; and waste management and water pollution control practices as specified in the Standard Specifications and the Construction Details, and no additional compensation shall be made. This item shall be paid as a Lump Sum, prorated based on work completed.

**Bid Item 3 – SB-1 Signage:** Payment for this item shall include full compensation for furnishing, installing, maintaining, and removing SB-1 signage in compliance with State of California requirements and as shown on the Plans. This item shall be paid per each, complete in place.

**Bid Item 4 – Traffic Control System:** Payment under this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals required to maintain traffic control measures for the project limits in accordance with these Specifications and Section 2 of the City of Patterson Standard Specifications. This bid item shall include full compensation for acquiring all permits and paying all fees and deposits as described in these Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of contract work completed.

**Bid Item 5 – Pothole Existing Utilities:** Payment for this item shall include full compensation for potholing, verifying, documenting, and protecting existing utilities including excavation, backfill, compaction, and surface restoration. This item shall be paid as a Lump Sum.

**Bid Item 6 – Remove Pavement Markings:** Payment under this item shall include full compensation for removal and disposal of existing pavement striping, markings, and markers at locations shown on the Plans. This item shall be paid as a Lump Sum.

**Bid Item 7 – Remove Existing Improvements:** Payment under this item shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in removing the existing improvements as shown on the plans, specified in the standard specifications and the construction details section, and as required to install proposed improvements, and as directed by Engineer, and no additional compensation shall be made. This item shall be paid as a Lump Sum.

**Bid Item 8 – Remove Existing Water Main and Blowoff:** Payment under this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals required to remove existing water main and blowoff at the locations shown on the plans in accordance with the Plans and Specifications. This bid item will be paid for by Lineal Feet.

**Bid Item 9 – Remove & Dispose Cleanout:** Payment under this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals required to remove and dispose the cleanout at the location shown on the plans in accordance with the Plans and Specifications. This bid item shall be paid per each.

**Bid Item 10 – Remove & Salvage Fire Hydrant:** Payment under this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals

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required to remove and salvage the fire hydrant at the location shown on the plans in accordance with the Plans and Specifications. This bid item shall be paid per each.

**Bid Item 11 – Earthwork and Grading:** Payment for this item shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in excavation, hauling, import or export of material, grading, compaction, and preparation of subgrade to the lines and grades shown on the Plans. This item shall be paid as a Lump Sum.

**Bid Item 12 – Shoring, Sheeting and Bracing:** Payment under this item shall include full compensation for furnishing, installing, maintaining, and removing shoring, sheeting, and bracing systems, including engineering design, Cal-OSHA compliance, permits, and inspections. This item shall be paid as a Lump Sum.

**Bid Item 13 – Water Main Pipe:** The contract price paid per linear foot of WATER MAIN PIPE shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in laying and constructing WATER MAIN PIPE, including all trenching, backfill, aggregate base, and hot mix asphalt material, complete in place, as shown on the plans, specified in the City of Patterson Improvement Standards, Drawings, these Special Provisions, and as directed by the City Engineer, and no additional compensation shall be made.

**Bid Item 14 – 6” Valve:** Payment for this item shall include full compensation for furnishing and installing valves, valve boxes, concrete collars, and appurtenances complete in place. This item shall be paid per Each.

**Bid Item 15 – 1” Service Connect to Existing Meter:** Payment under this item shall include full compensation for furnishing and installing new water service connections to existing meters, including trenching, fittings, backfill, compaction, and restoration. This item shall be paid per Each.

**Bid Item 16 – Fire Hydrant and Assembly:** Payment for this item shall include full compensation for furnishing and installing fire hydrant assemblies, valves, fittings, thrust blocks, markers, and connections complete in place. This item shall be paid per Each.

**Bid Item 17 – Connection to Existing Water Main:** Payment under this item shall include full compensation for all work necessary to connect new facilities to the existing water system, including excavation, fittings, testing, backfill, and restoration. This item shall be paid per Each.

**Bid Item 18 – Sewer Manhole:** Payment for this item shall include full compensation for furnishing and constructing sewer manholes including excavation, bedding, frames and covers, backfill, testing, and surface restoration complete in place. This item shall be paid per Each.

**Bid Item 19 – Connect Existing Sanitary Sewer to Manhole:** Payment under this item shall include full compensation for connecting existing sewer lines to new manholes, maintaining flows, sealing, backfill, compaction, and restoration. This item shall be paid per Each.

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**Bid Item 20 – Curb and Gutter:** Payment for this item shall include full compensation for constructing concrete curb and gutter including excavation, subgrade preparation, forming, reinforcing, concrete placement, finishing, and curing. This item shall be paid per Linear Foot.

**Bid Item 21 – Valley Gutter:** Payment under this item shall include full compensation for constructing concrete valley gutter including excavation, forming, concrete placement, finishing, and curing. This item shall be paid per Square Foot.

**Bid Item 22 – Sidewalk with Subgrade and one ADA Ramp:** Payment under this item shall include full compensation for constructing concrete sidewalk and one ADA Ramp including excavation, subgrade preparation, forming, concrete placement, finishing, and curing complete in place. This item shall be paid per Square Foot.

**Bid Item 23 – Class II Aggregate Base:** Payment for this item shall include full compensation for furnishing, placing, and compacting Class II aggregate base to the required lines and grades. This item shall be paid per Ton.

**Bid Item 24 – Hot Mix Asphalt Concrete:** Payment under this item shall include full compensation for furnishing, placing, compacting, tack coat, and finishing hot mix asphalt concrete pavement complete in place. This item shall be paid per Ton.

**Bid Item 25 – Thermoplastic Striping, Markings, and Markers:** Payment for this item shall include full compensation for furnishing and installing thermoplastic pavement striping, markings, and markers as shown on the Plans. This item shall be paid as a Lump Sum.

**END SECTION**

**SECTION 01 31 19**  
**PROJECT MEETINGS**  
**GENERAL**

**1.1 PRECONSTRUCTION CONFERENCE**

- A. Upon receipt of the Notice to Proceed, or at an earlier time if mutually agreeable, the Owner will arrange a preconstruction conference to be attended by the Contractor, Contractor's superintendent, the Owner, the Engineer or his representative, and representatives of utilities, major subcontractors, County of Stanislaus and others involved in the execution of the Work. The Notice to Proceed will be issued at the preconstruction meeting.
- B. The purpose of this conference shall be to establish a working understanding between the parties and to discuss the Construction Schedule, Critical Path Method format required, shop drawing submittals and processing, applications for payment and their processing, and such other subjects as may be pertinent for the execution of the Work. Prior to the preconstruction meeting, the Contractor shall furnish required documents to the City as described herein.

**1.2 PROGRESS MEETINGS**

- A. The Engineer shall arrange and conduct progress meetings. These meetings shall be conducted weekly, unless designated otherwise and shall be attended by the Engineer or his representative, Contractor, Contractor's superintendent and representatives of all subcontractors, utilities, and others, that are active in the execution of the Work. The purpose of these meetings shall be to expedite the work of any subcontractor or other organization that is not up to schedule, resolve conflicts, and in general, coordinate and expedite the execution of the Work.
- B. The agenda of progress meetings shall include review of progress and schedule, of payment request, of the latest Construction Schedule update, and of the record documents.
- C. The Owner or Owner's representative shall arrange a community meeting. This meeting shall be conducted after hours, outside of normal working hours, at the project site and shall be attended by the Owner or the Owner's representative, Contractor, Contractor's superintendent and representatives of all subcontractors, utilities, and others, that are active in the execution of the Work. The purpose of this meeting is to ensure that all property owners within the project area are fully informed as to the depth and scope of the project

**1.3 PROGRESS AND SCHEDULE REVIEW**

- A. The progress of the Work and the Construction Schedule shall be reviewed to verify:
  - 1. Actual start and finish dates of completed activities since the last progress meeting.
  - 2. Durations and progress of all activities not completed.

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3. Reason, time, and cost data for Change Order work that is to be incorporated into the Construction Schedule or payment request form.
4. Payment due to the Contractor based on percentage complete of items in the submitted payment request.
5. Reasons for, and duration of, required revisions in the Construction Schedule.
6. After each monthly update, the Contractor shall submit to the Engineer three (3) prints of the last accepted Construction Schedule, revised in accordance with the monthly review.

*1.4 REVIEW OF PAYMENT REQUEST*

- A. The Contractor shall have his copy of the payment request and all other data required by the Contract Documents completed prior to the progress meeting. The Engineer will process Contractor's payment request after satisfactory review of the schedule update.

**PART 2 PRODUCTS**

NOT USED

**PART 3 EXECUTION**

NOT USED

**END SECTION**

**SECTION 01 33 00**  
**SUBMITTAL PROCEDURES**  
**GENERAL**

**1.1 WORK INCLUDED**

- A. The work described in this section includes general requirements and procedures related to the preparation and transmission of submittals to include Shop Drawings, Product Information, Calculations, Test Reports, Certificates, Samples, Manuals, and Record Drawings.

**1.2 RELATED WORK**

- A. General Conditions
- B. Section 01 33 01 – Master List of Submittals

**1.3 GENERAL**

- A. Contractor shall have completed the following work tasks before a submittal:
  - 1. Reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - 2. Determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
  - 3. Determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
  - 4. Determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

**1.4 TRANSMITTAL INFORMATION**

- A. Each submittal document shall have a separate cover or transmittal. Transmittals shall include the following identification data, as applicable:
  - 1. Submittal number and revision
  - 2. Contract number
  - 3. Project name and location
  - 4. Product identification

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5. Applicable contract drawing number, specification section, and paragraph number
6. Stamp Space: Blank space of approximately 2-1/2 inches high by 4 inches wide adjacent to the identification data to receive Engineer's status stamp.
7. Contractor's certification statement as described below:
  - a. "Certification Statement: By this submittal, we hereby represent that we have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers and pertinent data and we have checked and coordinated each item with other applicable approved drawings and all Contract requirements."
- B. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review of each such variation.
- C. Furnish neat, legible, and sufficiently explicit detail to enable proper review for Contract compliance.
- D. Contractor assumes all risks of error and omission.
- E. Work performed before acceptance, or not conforming to accepted submittals, shall be at Contractor's risk.
- F. Submittal requirements contained in this specification are in addition to specific submittal requirements contained in individual equipment specification sections.

**1.5 LIMITATIONS OF ENGINEER'S REVIEW**

- A. Engineer's review is only for the purposes of determining if the items covered by the submittals will conform to the requirements in the Contract Documents.
- B. Engineer's review will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
- C. Engineer's review of a separate item will not indicate acceptance of the assembly in which the item functions.
- D. Engineer's review of a Submittal shall not relieve Contractor from responsibility for any deviation from the requirements of the Contract Documents unless Contractor has given Engineer specific written notice of any deviation per the requirements of this Section. Engineer will document any such accepted variation from the requirements of the Contract Documents in a Field Order.
- E. Engineer's review of a Submittal, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

## 1.6 SUBMITTAL PROCESS

- A. Submittals shall be sent to the Engineer electronically through email or a file transfer system agreed upon by the Owner, Engineer, and Contractor during the Preconstruction Conference.
- B. Engineer will provide timely review of Submittals in accordance with the Schedule of Submittals agreed upon by the Owner, Engineer, and Contractor during the Preconstruction Conference.
- C. Submittals will be returned, marked with one of the following classifications:
  - 1. NO EXCEPTION TAKEN: Requires no corrections, no marks.
  - 2. MAKE CORRECTIONS NOTED: Requires minor corrections. Items may be fabricated as marked without further resubmission. Resubmit 2 corrected copies to the Engineer.
  - 3. REVISE AND RESUBMIT: Requires corrections. Resubmit entire submittal following original submission with corrections noted. Allow time for checking and Engineer's appropriate action.
  - 4. REJECTED: Submitted information does not comply with the Contract Documents. No items shall be fabricated. Resubmit entire submittal following original submission with corrections noted.
  - 5. INFORMATION ONLY: Items in the submittal are saved in the project file for information only but were not reviewed by the Engineer.

## PART 2 SUBMITTAL DOCUMENTS

### 2.1 SHOP DRAWINGS

- A. Unless otherwise noted in the individual specification sections, submit five (5) sets of shop drawings.
- B. All catalog and specification sheets shall be clearly marked to indicate the specific model number and configuration to be used. Items not applicable to the project shall be crossed out.
- C. Show complete and detailed fabrication; assembly and installation details; wiring and control diagrams; catalog data; pamphlets; descriptive literature; and performance and test data.
- D. Include calculations or other information sufficient to show comprehensive description of structure, equipment, or system provided and its intended manner of use.
- E. Include Manufacturer's installation recommendations.

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2.2 *SAMPLES*

- A. Unless otherwise noted in the individual specification sections, submit three (3) sample of each item.
- B. Samples shall be representative of the actual material proposed for use in the project and of sufficient size to demonstrate design, color, texture, and finish.
- C. Permanently attach to each sample
  - 1. The submittal number
  - 2. The contract number
  - 3. Project name and location
  - 4. Product identification
  - 5. Applicable contract drawing and specification section number
  - 6. Subcontractor's, vendor's and/or manufacturer's name, address, and telephone number.
- D. Certain samples may be tested for specific requirements by the Owner and/or Engineer prior to acceptance. Failure of sample to pass tests will be sufficient cause for refusal to consider further samples of the same brand and make.
- E. Rejected samples will be returned upon request, and resubmittals shall consist of new samples.

2.3 *RECORD DRAWINGS*

- A. Maintain 1 record copy of Contract Documents at site in good order and annotated to show revisions made during construction. Keep annotations current for possible inspection.
  - 1. Make record drawings available to Engineer at all times during life of Contract.
  - 2. Drawings: Made part of record drawings and to include:
    - a. Contract Drawings: Annotate or redraft, as required, to show revisions, substitutions, variations, omissions, and discrepancies made or discovered during construction concerning location and depth of utilities, piping, ductbanks, conduits, manholes, pumps, valves, vaults, and other equipment. Make revisions and show on all drawing views with actual dimensions established to permanent points.
    - b. Working/Layout Drawings: When required as submittals, record actual layouts of conduit runs between various items of electrical equipment for power, control, and instrumentation; wire sizes, numbers, and functions; configuration of conduits; piping layouts; and duct layouts.

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3. Before preliminary inspection, furnish reproducible of record drawings. At completion of Contract and before final payment is made, furnish Engineer 1 set of reproducible of finally accepted record drawings reflecting revisions herein described.

**PART 3 EXECUTION**

*NOT USED*

**END SECTION**

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**SECTION 01 33 01**  
**MASTER LIST OF SUBMITTALS**  
**GENERAL**

- A. The following submittals are required for the Work. Other submittals may be required as requested by the Owner or Owner's Representative.
1. Post-Bid Pre-Award Construction Schedule
  2. Post-Award Construction Schedule
  3. Contractor's Plan of Activities (submitted weekly)
  4. Copies of all agency permits, including, but not limited to:
    - a. City of Patterson Business Licenses (Prime and all Subcontractors)
    - b. "No Fee" City of Patterson Encroachment Permit
    - c. Fire Hydrant Use Permit
    - d. Waste Management Plan
    - e. Erosion and Sediment Control Plan
    - f. Traffic Control Plan
  5. All administrative and conditional submittals per Section 01 33 00 – Submittal Procedures.
  6. Erosion control product literature as specified in Section 01 57 13 – Erosion Control
  7. Material certificates for aggregate base material as specified in Section 10 – Construction Details.
  8. Asphalt mix designs and material certificates as specified in Section 10 – Construction Details.
  9. Manufacturer's data for traffic markings as specified in Section 10 – Construction Details.
  10. Manufacturer's product literature for Detectable Warning Panels as specified in Section 10 – Construction Details.
  11. Material certificates for gravel material as specified in the State Standard Specifications.
  12. Concrete mix designs, material Section 10 – Construction Details.

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13. All other administrative and conditional submittals as explained in this Section 01 33 00 – Submittal Procedures.

**END OF SECTION**

**SECTION 01 35 00**  
**MATERIAL SUBSTITUTION PROCEDURES**

**General**

**1.1 GENERAL**

- A. The materials furnished and used shall be new, except as may be provided elsewhere in these Specifications, or on the Plans.
- B. All materials required to complete the work under this contract shall be furnished by the Contractor, unless otherwise stated.
- C. It shall be the duty of the Contractor to call the Engineer's attention to apparent errors or omissions and request instruction before proceeding with the Work. The Engineer may, by appropriate instructions, correct said apparent errors and omissions, which instructions shall be as binding upon the Contractor as though contained in the original Contract Documents.

**1.2 DEFINITIONS**

- A. Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor.
- B. Revisions: Changes to Contract Documents requested by Owner or Engineer.
- C. Options: Specified options of products and construction methods included in Contract Documents.

**1.3 TRADE NAMES AND ALTERNATIVES**

- A. Wherever an article, or any class of materials, is specified by the trade name or by the name of any particular patentee, manufacturer or dealer, or by reference to the catalog of any such manufacturer or dealer, it shall be taken as intending to mean and specify the article or material described or any other equal thereto in quality, finish and durability, and equally as serviceable for the purpose for which it is or they are intended. The intent of the Plans and Specifications is to specify highest grade standard equipment, and it is not the intent of these Plans and Specifications to exclude or omit the products of any responsible manufacturer, if such products are equal in every practical respect to those mentioned herein, as determined by the Engineer.

**1.4 SAMPLES**

- A. At the option of the Engineer, the source of supply of materials for the Work shall be subject to tests and inspection before the delivery is started and before such materials are used in the Work. Samples representative of the character and quality of materials shall be submitted by the Contractor. Samples shall be of sufficient quantities or amounts for testing or examination.

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- B. All tests of materials furnished by the Contractor shall be made in accordance with the commonly recognized standards of national technical organizations, and such special methods and tests as are prescribed in the Contract Documents.
- C. The Contractor shall furnish such samples of materials as are requested by the Engineer, without charge. No material shall be used until the Engineer has had the opportunity to test or examine such materials. Samples will be secured and tested whenever necessary to determine the quality of the material. Samples and test specimens prepared at the jobsite, such as concrete test cylinders, shall be taken or prepared by the Engineer, or his designated representative, in the presence and with the assistance of the Contractor.

1.5 *SUBMITTALS*

- A. Material Submittals shall be made in accordance with Section 01 33 00 – Submittals.

1.6 *INSPECTION OF MATERIALS BY THE CONTRACTOR*

- A. Contractor shall make a close inspection of all materials as delivered, and shall promptly return all defective materials without waiting for their rejection by the Engineer.

1.7 *CERTIFICATES OF COMPLIANCE*

- A. A Certificate of Compliance may be required for certain materials and equipment that become final products of the completed Work. Certificates of Compliance shall be furnished prior to the use of any materials for which these Specifications require that such a certificate be furnished. In addition, when so authorized in these Specifications, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance.
- B. The Certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the Specifications.
- C. A Certificate of Compliance shall be furnished with each lot of material delivered to the Work and the lot so certified shall be clearly identified in the certificate.
- D. All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Plans and Specifications and any such material not conforming to such requirements will be subject to rejection whether in place or not.
- E. The City of Patterson reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.
  - 1. The form of the Certificate of Compliance and its disposition shall be as directed by the Engineer.

**1.8 MANUFACTURER TESTING**

- A. At the option of the Engineer, materials and equipment to be supplied under this Contract will be tested and inspected either at their place of origin or at the site of the Work. The Contractor shall give the Engineer written notification well in advance of actual readiness of materials and equipment to be tested and inspected at point of origin.
  - 1. Satisfactory tests and inspections at the point of origin shall not be construed as a final acceptance of the materials and equipment nor shall such tests and inspections preclude retesting or re-inspection at the site of the Work.
  - 2. Materials and equipment which will require testing and inspection at the place of origin shall not be shipped prior to such testing and inspection.

**1.9 MANUFACTURERS' RECOMMENDATIONS**

- A. All equipment specified and used in the project shall be installed in accordance with the approved manufacturer's current written recommendations.
- B. All such equipment, material, etc., shall be of the manufacturer's latest system or line.

**1.10 SUBSTITUTIONS**

- A. Conditions: Contractor's substitutions shall be considered when one or more conditions are satisfied, as determined by the Engineer. (The Contractor's submittal and Engineer's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.)
  - 1. Extensive revisions to Contract Documents are not required.
  - 2. Proposed changes are in keeping with the general intent of the Contract Documents.
  - 3. Request is timely, fully documented and properly submitted.
  - 4. Request is directly related to an "or equal" clause or similar language in the Contract Documents.
  - 5. The specified product or method of construction cannot be provided within the Contract Time. The request shall not be considered if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
  - 6. The specified product or method of construction cannot receive necessary approval by governing authority, and the requested substitution can.

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7. Substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear.
  - a. Additional responsibilities for the Owner may include additional compensation to the Engineer for redesign and evaluation services, increased cost of other construction by the Owner or separate Contractors, and similar considerations.
  - b. Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.
8. Specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.
9. Specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
10. Specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provide the required warranty.

*1.11 SUBSTITUTION REQUEST FORM*

- A. Use Substitution Request Form in on page 01 35 00-5.
- B. Submit one form (4 copies) for each request.

**END SECTION**

### SUBSTITUTION REQUEST FORM

Page 1 of 2

**TO:** \_\_\_\_\_

**PROJECT:** \_\_\_\_\_

We hereby submit for your consideration the following product instead of the specified item for the above project:

SECTION:	PARAGRAPH:	SPECIFIED ITEM:
_____	_____	_____
_____	_____	_____

Proposed Substitution: \_\_\_\_\_  
\_\_\_\_\_

- Attach: 1) Complete technical data, including laboratory tests, if applicable.  
2) Complete information on changes to Drawings and/or Specifications which proposed substitution will require for its proper installation.

A. Does the substitution affect dimensions on Drawings?

\_\_\_\_\_  
\_\_\_\_\_

B. Will the undersigned pay for changes to the project design, including engineering and detailing costs caused by the requested substitution?

\_\_\_\_\_  
\_\_\_\_\_

C. What affect does substitution have on other trades?

\_\_\_\_\_  
\_\_\_\_\_

D. Differences between proposed substitution and specified item?

\_\_\_\_\_  
\_\_\_\_\_

E. Manufacturer's guarantees of the proposed and specified items are:

\_\_\_ Same      \_\_\_ Different (explain on attached sheet)

### SUBSTITUTION REQUEST FORM

Page 2 of 2

The undersigned states that the function, appearance and quality are equivalent or superior to the specified item.

Submitted By:

Signature \_\_\_\_\_

Firm \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Telephone \_\_\_\_\_

For Use by Design Consultant
Accepted
Accepted as Noted
Not Accepted
Received Late
By _____
_____
Date _____
Remarks _____

**SECTION 01 42 13**  
**DEFINITIONS AND ABBREVIATIONS**  
**GENERAL**

**1.1 DEFINITIONS AND TERMS**

- A. Whenever in these Specifications, or in other Contract Documents, the following terms are used, the intent and meaning shall be interpreted as follows:
1. Board: Patterson City Council.
  2. Calendar Day: Every day shown on the calendar.
  3. Contractor: The word "Contractor" means the person, firm or corporation to whom the award is made. Subcontractors as such will not be recognized.
    - a. Where pronouns "he", "his", or "him" are used in reference to the Contractor, it shall be inferred to be inclusive of all genders.
  4. Contract Unit Price: The Contractor's original bid for a single unit of an item of work in the Proposal.
  5. Contract Time: The number of calendar days for completion of the Work, including authorized time extensions. In the event a calendar date is specified for Project completion in lieu of a number of calendar days, the Work shall be completed by that calendar date. The Contract Time shall be computed by excluding the first and including the last day; and if the last day be Sunday or a legal holiday, that shall be excluded.
  6. Engineer: Provost & Pritchard Consulting Group, 455 W Fir Avenue, Clovis, California 93611-0242, (559) 449-2700.
  7. Equipment: (Construction) - All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of work. (Installed) - All material or articles used in equipping a facility as furnishings or apparatus to fulfill a functional design.
  8. Final Completion: Final completion of construction. The Work must be reliably fulfilling its intended function, and all punch-list items must be resolved.
  9. General Conditions: As specified in Section 00 72 00 – General Conditions.
  10. General Requirements: All specifications contained in Division 1 and Existing Conditions in Division 2
  11. Notice: Any notice allowed or required to be given by the Owner may be given by the Engineer.
  12. Owner: City of Patterson a California General Law City.

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13. Person: Any individual, association, partnership, corporation, trust, joint venture or other legal entity.
14. Plans: The drawings, profiles, cross-sections, working drawings and supplemental drawings, or reproduction thereof, approved by the Engineer, which show the location, character, dimensions or details of the work.
15. Proposal: The offer of a Bidder when submitted on the Proposal form; properly signed and guaranteed.
16. Reference Documents: Bulletins, Rules, Methods of Analysis or Test, Codes, Standards, and Specifications of public or private agencies, Engineer Societies, or Industrial Associations. Reference shall be to the latest edition thereof, including Amendments, which are in effect and published at the time the Request for Bids is issued, unless a specific edition is identified, in which case reference shall be to such specific edition. Reference Documents are intended to amplify the descriptions of materials, equipment, and construction systems and are to be considered a part of the Contract Documents insofar as the various sections thereof are referred to hereinafter. Examples of Reference Documents are Federal Specifications, State Standard Specifications, and those of American Society of Testing Materials (ASTM), American National Standards Institute (ANSI), American Standards Associations (ASA), and American Concrete Institute (ACI).
17. Salvage: The protection storage, and/or removal of specified existing equipment, parts or materials during the work for retention and later use by the Owner.
18. Sanitary Sewer: Any conduit and appurtenances intended for the reception and transfer of sewage.
19. State: The State of California.
20. State Standard Plans: State of California, Business and Transportation Agency, Department of Transportation, Caltrans, Standard Plans, latest revision.
21. State Standard Specifications: Standard Specifications for the project are those entitled "Standard Specifications, State of California, Business and Transportation Agency, Department of Transportation", current version, hereinafter referred to as the State Standard Specifications. These Specifications are to be considered a part of the Contract Documents insofar as they are not superseded by other provisions contained in Divisions 0 through 48 of these Specifications.
22. Storm Sewer: Any conduit and appurtenances intended for the reception and transfer of storm water.
23. Street: Any public road, highway, parkway, freeway, alley, walk or right-of-way.

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24. Substantial Completion: The state of construction when the Work is capable of fulfilling its intended function. There may be punch-list items still outstanding at substantial completion.
25. Surety: Any individual, firm or corporation bound with and for the Contractor for the acceptable performance, execution and completion of the Work, and for the satisfaction of all obligations incurred.
26. Utility: Tracks, overhead or underground wires, pipelines, conduits, ducts or structures, sewers or storm drains owned, operated or maintained in or across a public right-of-way or private easement.
27. Water Main: Any conduit and appurtenances intended for the distribution of water.
28. Working Day: Any weekday (Monday through Friday), not a designated national holiday, during which weather allows the Contractor to work four or more hours consecutively, starting no later than 10:00 AM.

1.2 REFERENCED STANDARDS

- A. The standards referred to, except as modified, shall have full force and effect as though printed in this Specification, and shall be the latest edition or revision thereof in effect on the bid opening date, unless a particular edition or issue is indicated. Copies of these standards are not available from the Owner. The Engineer will furnish, upon request, information as to how copies may be obtained.

1.3 LIST OF ABBREVIATIONS

- A. Abbreviations and terms, or pronouns in place of them, shall be interpreted as follows:

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
ABMA	American Boiler Manufacturers Association
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
ADC	Air Diffusion Council
AEIC	Association of Edison Illuminating Companies
AFBMA	Antifriction Bearing Manufacturers Association
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AHA	American Hardboard Association
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute
APA	American Plywood Association

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API	American Petroleum Institute
APWA	American Public Works Association
ARI	American Refrigeration Institute
ASA	(now U.S.A.S.I., USA Standards Institute) Association & its Standard Specifications
ASAHC	American Society of Architectural Hardware Consultants
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air-Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AWG	American Wire Gage
AWI	Architectural Woodwork Institute
AWPA	American Wood-Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Institute of America (formerly SCPI)
CAL/OSHA	California Occupational Safety and Health Administration
CALTRANS	California Department of Transportation
CBC	California Building Code
CCR	California Codes of Regulations
CDA	Copper Development Association
CEC	California Electrical Code
CEQA	California Environmental Quality Act
CFR	Code of Federal Regulations
CISPI	Cast Iron Soil Pipe Institute
CMAA	Crane Manufacturers Association of America
CMC	California Mechanical Code
CPC	California Plumbing Code
CRA	California Redwood Association
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard (U.S. Department of Commerce)
DHI	Door and Hardware Institute
DIPRA	Ductile Iron Pipe Research Association
EI	Edison Electric Institute
EJCDC	Engineers' Joint Contract Documents Committee
EPA	Environmental Protection Agency
FED SPEC	Federal Specification
FCI	Fluid Controls Institute
FGMA	Flat Glass Marketing Association
FIA	Factory Insurance Association
FM	Factory Mutual
FSA	Fluid Sealing Association
FTI	Facing Tile Institute
HEI	Heat Exchange Institute
HMI	Hoist Manufacturers Institute
HPMA	Hardwood Plywood Manufacturers Association
HTI	Hand Tools Institute

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ICBO	International Conference of Building Officials
I-B-R	Institute of Boiler and Radiator Manufacturers
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IFI	Industrial Fasteners Institute
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
JIC	Joint International Conference (Hydraulic Institute)
MHI	Materials Handling Institute
MIL	Military Specification
MMA	Monorail Manufacturers Association
MSS	Manufacturers' Standardization Society
NAAMM	National Association of Architectural Metals Manufacturers
NACE	National Association of Corrosion Engineers.
MBBPVI	National Board of Boiler and Pressure Vessel Inspectors
NBHA	National Builders Hardware Association
NCSPA	National Corrugated Steel Pipe Association
NEC	National Electrical Code
NECA	National Electrical Contractors Association
NEMA	National Electrical Manufacturers Association
NEMI	National Elevator Manufacturing Industry
NFPA	National Fire Protection Association
NIST	National Institute of Standards and Technology
NLA	National Lime Association
NPC	National Plumbing Code
NPT	National Pipe Thread
NRCA	National Roofing Contractors' Association
NRMCA	National Ready Mixed Concrete Association
NSC	National Safety Council
NSF	National Sanitation Foundation
NTMA	National Terrazzo and Mosaic Association
NWMA	National Woodwork Manufacturers Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PDI	Plumbing and Drainage Institute
PFI	Pipe Fabrication Institute
PS	Product Standard
RTI	Resilient Tile Institute (formerly AVATI)
SAE	Society of Automotive Engineers
SCPRF	Structural Clay Products Research Foundation
SI	International Systems of Units (Metric)
SIGMA	Sealed Insulating Glass Manufacturers Association
SFPA	Southern Forest Products Association
SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SPFA	Steel Plate Fabricators Association
SPI	Society of the Plastics Industry

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SPTA	Southern Pressure Treaters Association
SSI	Scaffolding and Shoring Institute
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction (Greenbook)
UL	Underwriters' Laboratories
UPC	Uniform Plumbing Code
USBR	U.S. Bureau of Reclamation
USGS	United States Geological Survey
WCLA	West Coast Lumbermen's Association (Standard Grading and Dressing Rule)
WCLIB	West Coast Lumber Inspection Bureau
WIC	Woodwork Institute of California
WRI	Wire Reinforcement Institute, Inc.
WWPA	Western Wood Products Association

**END SECTION**

**SECTION 01 43 00**  
**QUALITY CONTROL AND TESTING**  
**GENERAL**

**1.1 NOTICE OF DEFECTS**

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- B. All defective Work may be rejected, ordered to be corrected, or accepted, at the discretion of the Owner and Engineer.

**1.2 ACCESS TO WORK**

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests shall have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith.

**1.3 MATERIALS AND EQUIPMENT**

- A. Materials and equipment shall be subject to the requirements of Section 01 35 00 – Material Substitution Procedures.

**1.4 PROJECT SITE TESTING**

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. All routine tests of materials shall be at the expense of the Contractor, under direction of the Engineer. Testing shall be by an independent certified laboratory approved by the Engineer. Payment for testing shall be included in the price paid for other items of work. No separate payment will be made.
- C. All material suitability tests shall be at the expense of the Contractor. Testing shall be by an independent certified laboratory approved by the Engineer.

**1.5 TEST STANDARDS**

- A. All sampling, specimen preparation, and testing of materials shall be in accordance with the State Standard Specifications, and the standards of nationally recognized technical organizations.
- B. The physical characteristics of all materials not particularly specified shall conform to the latest standards published by the ASTM, where applicable.

**1.6 UNCOVERING WORK**

- A. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without concurrence of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and recovered at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be re-observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall promptly correct said defects, including all work involved in uncovering and recovering the work, at no cost to the Owner.
  - 2. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction.

**1.7 CORRECTION OR REMOVAL OF DEFECTIVE OR REJECTED WORK**

- A. Upon receipt of notice, Contractor shall correct all defective or rejected Work and replace it with Work that is not defective, at no cost to the Owner.

**1.8 ACCEPTANCE OF DEFECTIVE WORK**

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so.
  - 1. If any such acceptance occurs, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted.
  - 2. Engineer shall determine the reasonableness of the diminished value of Work so accepted and Contractor shall pay all costs involved in making such determination.

**END SECTION**

**SECTION 01 50 00**

**TEMPORARY FACILITIES**

**GENERAL**

**1.1 GENERAL**

- A. The Contractor shall provide all temporary facilities and utilities required for completion of the Work as well as safety precautions and programs. No attempt is made to set out in detail the Contractor's means or methods necessary to accomplish the tasks involved.

**1.2 TEMPORARY UTILITIES**

- A. Water
  - 1. The Contractor may make arrangements with the Owner to use municipal water where appropriate during construction. See Section 01 51 36 – Watering of these specifications for details.
  - 2. Water used for human consumption shall be kept free from contamination and shall conform to the requirements of the State and local authorities for potable water.
- B. Sanitary Facilities
  - 1. The Contractor shall provide suitable and adequate sanitary conveniences for the use his staff at the site of the Work. Such conveniences shall include chemical toilets or water closets and shall be located at appropriate locations at the site of the Work. All sanitary conveniences shall conform to the regulations of the public authority having jurisdiction over such matters. At the completion of the Work, all such sanitary conveniences shall be removed, and the site left in a sanitary condition.
  - 2. With respect to sanitation facilities, the Contractor shall cooperate with and follow directions of representatives of the Public Health Service and the State. State and County Public Health Service representatives shall have access to the Work, whether it is in preparation or progress, and the Contractor shall provide facilities for such access and inspection.

**1.3 TEMPORARY CONSTRUCTION FACILITIES**

- A. Construction hoists, shoring, and similar temporary facilities shall be of ample size and capacity to adequately support and move the loads to which they will be subjected. Railings, enclosures, safety devices, and controls required by law or for adequate protection of life and property shall be provided.
- B. Temporary supports shall be designed with an adequate safety factor to assure adequate load bearing capability. The Contractor shall submit design calculations prepared by a professional registered engineer for staging and shoring prior to application of loads.

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- C. Barriers shall be placed at each end of all excavations and at such places as may be necessary along excavations to warn all pedestrian and vehicular traffic of such excavations from one hour before sunset each day to one hour after sunrise of the next day until such excavation is entirely refilled, compacted, and paved. All excavations shall be barricaded in such a manner as to prevent persons from falling, walking, or otherwise entering any excavation in any street, roadway, parking lot, treatment plant, or any other area, public or private.
- D. The Contractor shall adequately identify and guard all hazardous areas and conditions by visual warning devices and, where necessary, physical barriers. Such devices shall, as a minimum, conform to the requirements of Cal/OSHA.
- E. At such time or times any temporary construction facilities and utilities are no longer required for the work, the Contractor shall notify the Engineer of his intent and schedule for removal of the temporary facilities and utilities, and obtain the Engineer's approval before removing the same. As approved, the Contractor shall remove the temporary facilities and utilities from the site as his property and leave the site in such condition as specified, as directed by the Engineer, and/or as indicated on the Plans.

**1.4 ACCESS ROADS AND STAGING AREA**

- A. Adequate access shall be maintained to all storage areas and other areas to which frequent access is required. The Contractor shall limit the location of his storage of equipment and materials outside of the project site. The Contractor shall make his own arrangements for space that may be required and bear all associated costs. The Contractor shall provide any temporary storage required for the protection of equipment and materials as recommended by manufacturers of such materials.
- B. Storage and protection:
  - 1. Materials and equipment shall be stored in accordance with supplier's written instructions, with seals and labels intact and legible. Exposed metal surfaces of valves, fittings and similar materials shall be coated in accordance with manufacturer's recommendations to prevent corrosion.
  - 2. Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure materials and equipment are undamaged and are maintained under required conditions.

**END SECTION**

**SECTION 01 51 36**

**WATERING**

**GENERAL**

**1.1 WORK INCLUDED**

- A. The work of this section consists of furnishing, hauling, and applying water required for compaction of embankments, backfills, subgrade, and base course, and for landscaping, and other construction operation. Contractor will be required to use non-potable water from the City system.

**1.2 RELATED WORK**

- A. Section 01 50 00 – Temporary Facilities
- B. Section 01 57 27 – Dust Control

**1.3 REFERENCES**

- A. State Standard Specifications Section 10-6, Watering

**PART 2 PRODUCTS**

**2.1 WATER**

- A. Free of debris, organic matter, and other objectionable substances.

**PART 3 EXECUTION**

**3.1 WATER TRUCK**

- A. At least 1,000-gallon capacity.
- B. Keep at least one water truck on site at all times, unless Engineer approves removal of the truck from the site before final completion.

**3.2 APPLICATION**

- A. Use pressure type distributors or a pipeline equipped with sprinkler system. Provide approved meter devices near points of discharge.
- B. Ensure a uniform application of water for optimum moisture content. Avoid excessive runoff and minimize water waste.
- C. The Contractor may water excavation areas before excavating. Drill full depth of excavation to make moisture determinations.
- D. If over watering occurs, de-water at no additional expense to the Owner.

3.3 *SPECIAL CONTROLS*

The Contractor shall take all reasonable means to minimize inconvenience and injury to the public by dust, noise, diversion of storm water, or other agencies under his control.

A. Dust Control

1. As specified in Section 01 57 27, Dust Control

B. Water

1. The Contractor shall pay for and shall construct all facilities necessary to furnish water for his use during construction. The Contractor shall pay for all water used for the Contractor's operations prior to final acceptance.
2. If the Contractor would like to use water from a City fire hydrant, the contractor shall obtain a no-fee fire hydrant use permit from the City of Patterson, and pay the \$1,500 deposit for a water meter to track water usage. The Contractor will not have to pay any permit fees, rental charges or water use charges. The Contractor will be required to use non-potable water from the fire hydrant on Ward Avenue just south of Sperry for construction. The City will coordinate with the Contractor to ensure that there is access to the non-potable fire hydrant. A copy of the City's fire hydrant use permit application is included in these specifications following section 00 52 17d.
3. Water used for human consumption shall be kept free from contamination and shall conform to the requirements of the State and local authorities for potable water.
4. Full compensation for furnishing all labor, materials, tools and equipment and for doing all work involved in furnishing and applying water as required by the Contract Documents and Specifications, State Standard Specifications, shall be considered as included in the contract unit prices paid for other items of work and no additional allowance will be made therefore.

**END SECTION**

**SECTION 01 57 13**  
**EROSION CONTROL**

**PART 1 GENERAL**

*1.1 WORK INCLUDED*

- A. The work of this section consists of protecting from erosion all areas disturbed by new construction and construction operations, including areas disturbed by demolition, earthwork, and fence, piping and equipment installation.

*1.2 RELATED WORK*

- A. Section 01 57 23 – Storm Water Pollution Prevention Plan
- B. Section 01 57 27 – Dust Control

*1.3 SUBMITTALS*

- A. As specified in Section 01 33 00 – Submittal Procedures.
- B. Catalog cut, data sheet and information regarding all proposed materials for use in storm drain BMPs.

**PART 2 PRODUCTS**

*2.1 RICE STRAW*

- A. Sterile rice straw.

**PART 3 EXECUTION**

*3.1 PREPARATION*

- A. Loosen areas to be protected by raking or other approved method before application. Maintain grading and drainage patterns.

*3.2 PLACING STRAW*

- A. Exercise particular care to ensure application is made uniformly.

*3.3 ACCEPTANCE*

- A. Application will be considered complete when all soil disturbing activities are completed and all unpaved disturbed areas have an even application of straw. No gaps (larger than 6 inches x 6 inches) will be permitted.

**END SECTION**

**SECTION 01 57 23**  
**STORM WATER POLLUTION PREVENTION PLAN**  
**GENERAL**

**1.1 WORK INCLUDES**

- A. It is assumed the Project total disturbed area is less than 1 acre. The Contractor shall develop an Under One Acre Pollution Prevention Plan (UPPP) that shall prevent sediment and/or pollutants from entering the ground, storm drains, streams, or water bodies throughout the duration of the Work in compliance with the permit requirements, including CalGreen Building Standards. Work shall be performed in accordance with all Federal, State, and local regulations.
- B. In the event the Project total disturbed area is greater than 1 acre the Contractor shall apply for and obtain coverage under State of California Construction General Permit Order 2022-0057-DWQ as appropriate at least three weeks before starting Work and shall implement storm water pollution prevention measures as prescribed in the Legally Responsible Person (LRP) approved SWPPP to prevent sediment and/or pollutants from entering storm drains, streams, or water bodies throughout the duration of the Work in compliance with the permit requirements. Work shall be performed in accordance with all Federal, State, and local regulations.
- C. The Contractor shall furnish and exercise every reasonable precaution to protect groundwater, channels, storm drains, and bodies of water from pollution and provide all labor, materials, tools, and equipment necessary to prevent pollution associated with construction activities, including preparation of a UPPP or Stormwater Pollution Prevention Plan (SWPPP) and amendments if necessary for CGP Compliance, installation, maintenance and final removal of all temporary and permanent erosion and sediment control measures, in accordance with the requirements of the Contract Documents.
- D. **Penalties:** Failure to comply with this Section may result in significant fines and possible imprisonment. The Regional Water Quality Control Board (RWQCB) or other prosecuting authority may assess fines for each violation. Should the District be fined or penalized as a result of the Contractor failing to comply with this Section and applicable permit requirements, the Contractor shall reimburse the City of Patterson for any and all fines, penalties and related costs.
- E. All costs for work required for compliance with this Section shall be included in the price bid for Storm Water Management and Erosion Control.

**1.2 REFERENCES**

- A. California State Water Resources Control Board, Construction General Permit 2022-0057-DWQ, [https://www.waterboards.ca.gov/board\\_decisions/adopted\\_orders/water\\_quality/2022/wqo\\_2022-0057-dwq.pdf](https://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2022/wqo_2022-0057-dwq.pdf)
- B. California Stormwater Quality Association (CASQA), <https://www.casqa.org/>

### 1.3 SUBMITTALS

- A. As specified in Section 01 33 00 – Submittal Procedures.
- B. The contractor shall submit an Under One Acre Pollution Prevention Plan (UPPP) demonstrating pollution prevention measures and steps to be taken to ensure no pollutant discharges from the project site at least three weeks prior to beginning work and within 2 days of issuance of the Notice to Proceed.

### 1.4 QUALITY ASSURANCE

At minimum, the following measures shall be taken to help ensure control of storm water and non-storm water pollution. These measures shall not be construed to limit or override the measures set forth and called for in the UPPP.

- A. Control the rate and effect of dewatering in such a manner as to avoid all objectionable settlement and subsidence and to assure the integrity of the finished work.
- B. Where critical structures or facilities exist immediately adjacent to areas of proposed dewatering, establish reference points and observe at frequent intervals to detect any settlement that may develop. Conduct the dewatering operation in a manner that protects adjacent natural resources and facilities. Cost of repairing all damage to adjacent resources and facilities shall be the sole responsibility of the Contractor.
- C. Arrange demolition activities to minimize erosion to the maximum practical extent. Clearing, excavation, and grading shall be limited to those areas of the Project site necessary for demolition. Minimize the area exposed and unprotected.
- D. Clearly mark and delineate the work limits activities.

### 1.5 GENERAL REQUIREMENTS

- A. The Contractor shall exercise care in preserving vegetation and protecting property, to avoid disturbing areas beyond the limits of the Work and promptly repair any damage caused by Contractor operations.
- B. The Contractor shall provide all necessary water pollution control devices to prevent, control, and abate water pollution, and implement good housekeeping pollution control measures to reduce the discharge of pollutants from the Site to the maximum extent practicable. These water pollution control devices include structural BMPs, drains, gutters, slope protection blankets and retention basins and shall be constructed concurrently with other Work at the earliest practicable time.
- C. Stockpiles of earth and other construction-related materials shall be protected from being transported from the Site by wind or water using covers or equivalent.
- D. The Contractor shall properly store and handle fuels, oils, solvents, and other toxic materials in a manner not to contaminate the soil or surface waters, enter the groundwater, or be placed where they may enter a live stream, channel, drain, or other water conveyance facilities. All approved toxic storage containers shall be

protected from weather. Spills shall be cleaned immediately, and soiled materials shall be properly disposed of. Spills shall not be discharged.

- E. Excess or waste concrete (including concrete decant water) shall not be washed onto bare ground, into the public way or any drainage systems. The concrete wastes shall be retained on-site until they can be appropriately disposed of or recycled. Concrete wastes shall not be discharged.
- F. Non-stormwater runoff from equipment washing, vehicle washing, and any other activities shall be contained at the work site and properly disposed of. Non-stormwater runoff shall not be allowed to discharge.
- G. The Contractor shall prevent sediments and other materials to be tracked from the Site by vehicle traffic. Construction entrance roadways shall be stabilized to inhibit sediments from being deposited onto public ways. The Contractor shall immediately sweep up accidental depositions and not allow depositions to be washed away by rain or by any other means.

#### 1.6 REGULATORY REQUIREMENTS

- A. The Contractor shall comply with the requirements of the State Water Resources Control Board (SWRCB), RWQCB, California Administrative Code, 2016 California Green Building Standards Code Section 5, Owner and any other agencies having jurisdiction in storm water and non-storm water discharges and waste management.

## PART 2 PRODUCTS

### 2.1 GENERAL

- A. Materials furnished for BMPs shall meet the requirements of the California Stormwater Quality Association, *Stormwater Best Management Practice Handbook, Construction* – August 2023 edition (or most current version) unless otherwise indicated.

## PART 3 EXECUTION

### 3.1 GENERAL DESCRIPTION

- A. The Contractor shall install and maintain all pollution, erosion, and sediment control measures and carry out inspections in accordance the approved UPPP.

### 3.2 FIELD QUALITY CONTROL

- A. The Contractor shall maintain the BMPs and other protective measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness, by restoration of destroyed vegetative cover, and by repair of erosion and sediment control measures and other protective measures.

**3.3 MAINTENANCE OF TEMPORARY FACILITIES**

- A. Inspect erosion and sediment control structures daily, including site exit locations, and as specified in the SWPPP.
- B. Sediment shall be removed from behind run off control structures after each storm, or as directed by the Engineer or Owner.
- C. If areas are seeded, Contractor shall examine those areas during and after major storms to check that grass is becoming established.

**3.4 DISPOSAL OF SEDIMENT FROM STORM WATER POLLUTION CONTROL STRUCTURES**

- A. Sediment excavated from temporary sediment control structures shall be disposed on the site with general fill or with topsoil. Sediment shall be allowed to dry out as required before reuse. All trash shall be removed before reuse.
- B. Contractor shall place the sediment removed from traps and other structures where it will not enter a storm drain or water course and where it will not immediately reenter the basin.

**3.5 REMOVAL OF TEMPORARY STORM WATER POLLUTION CONTROL MEASURES**

- A. In accordance with SWPPP requirements, temporary control measures shall be removed once all drainage area ground disturbance is completed, permanent drainage works have been constructed and full stabilization is achieved. Contractor shall not breach any temporary control structures until the associated catchment area is complete unless approved by the Engineer.

**END SECTION**

**SECTION 01 57 27**  
**DUST CONTROL**  
**GENERAL**

**1.1 WORK INCLUDED**

- A. The work of this section consists of implementing measures to prevent air pollution during construction activities, in accordance with Federal, State, and local regulations. A Dust Control Plan (DCP) is not required for this project.

**1.2 RELATED WORK**

- A. Section 01 50 00 – Temporary Facilities
- B. Section 01 51 36 – Watering
- C. Division 2 – Existing Conditions
- D. Division 31 – Earthwork

**1.3 REFERENCES**

- A. San Joaquin Air Pollution Control District (SJVAPCD) Regulation VIII.

**1.4 QUALITY ASSURANCE**

- A. Control the rate and effect of watering in such a manner as to avoid all objectionable settlement and subsidence as approved by the Engineer and to assure the integrity of the finished work.
- B. Arrange demolition activities to minimize dust to the maximum practical extent. Cleaning, excavation, and grading shall be limited to those areas of the Project site necessary for construction. Minimize the area exposed and unprotected.
- C. Clearly mark and delineate the work limits activities.

**PART 2 PRODUCTS**

**2.1 EQUIPMENT**

- A. Before the work begins, sufficient equipment and resources shall be available on the site to assure that the operation and adequacy of the dust control measures can be continuously maintained.

**2.2 DUST CONTROL MEASURES**

- A. Water shall be available to the contractor for dust control as specified in section 01 50 00 – Temporary Facilities.

**PART 3 EXECUTION**

**3.1 GENERAL DESCRIPTION**

- A. Dust control measures shall include, but may not be limited to: Water application, physical barriers limiting site access, reduction of vehicle speed on site, utilization of gravel pads, and utilization of grizzlies. If physical barriers are utilized, the Engineer shall approve the location, size, and type. Physical barriers shall be removed upon project completion.
- B. Furnish, install, maintain, and operate necessary control measures and other equipment necessary to prevent dust. Temporary measures shall be to Contractor's own design and Contractor shall be solely responsible for risks related to the management of dust control during construction.

**3.2 DUST CONTROL**

- A. The Contractor shall take whatever steps, procedures, or means as are required to limit dust generated by his operations during the Work, including Saturdays, Sundays, and Holidays. Dust shall be controlled to the standards of the local governing agency or, in the absence of local standards, to the satisfaction of the Engineer. Dust control shall extend to any unpaved road which the Contractor or any of his subcontractors are using, to excavation or fill areas, to demolition operations, and to other activities. Control shall be by sprinkling, use of dust palliatives, modification of operations, or any other means acceptable to the local governing agency or, in the absence of same, the Engineer.
- B. If the dust control is not adequate in the opinion of the Engineer, this work may be done by others, and the cost shall be deducted from the total payment due the Contractor.

**3.3 MAINTENANCE OF TEMPORARY FACILITIES**

- A. Inspect dust control facilities and remove sediment from paved surfaces prior to end of business each day.

**3.4 REMOVAL OF TEMPORARY DUST CONTROL MEASURES**

- A. Temporary control measures shall be removed once grading or excavation is completed and soils have stabilized.

**END SECTION**

**SECTION 01 57 50**  
**CONSTRUCTION STAKING**  
**GENERAL**

**1.1 LINES AND GRADE**

- A. The Work shall be executed in accordance with the lines and grades indicated in the Contract Documents. Distances and measurements, except elevations and structural dimensions, shall be made on horizontal planes.

**1.2 CONSTRUCTION STAKING**

- A. Project control monuments are shown on the Plans (vertical and horizontal).
- B. All construction staking necessary for the work shall be done by the Contractor.
- C. Compensation for Construction Staking shall be built into the Contractor's bid. No additional compensation shall be made.

**END SECTION**

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**SECTION 01 77 00**  
**CONTRACT CLOSEOUT**  
**GENERAL**

**1.1 GENERAL**

- A. It is the intent of these Contract Documents that the Contractor shall deliver a complete and operable facility capable of performing its intended functions and ready for use.

**1.2 CLEANING**

- A. Throughout the period of construction the Contractor shall keep the Work site free and clean of all rubbish and debris, and shall promptly remove from the site, or from property adjacent to the site of the Work, all unused and rejected materials, surplus earth, concrete, plaster, and debris, excepting select material which may be required for refilling or grading.

**1.3 FINAL SITE CLEAN-UP**

- A. Upon completion of the Work, and prior to final acceptance, the Contractor shall remove from the vicinity of the Work all paint, surplus material, and equipment belonging to him or used under his direction during construction.
- B. The Contractor shall restore to original condition all property not designated for alteration by these Contract Documents.

**1.4 WASTE DISPOSAL**

- A. The Contractor shall dispose of surplus materials, waste products, demolition materials, and debris. The Contractor shall transport and dispose of waste materials in accordance with applicable laws and regulations.

**1.5 PROJECT RECORD DOCUMENTS**

- A. The Contractor shall maintain at the site, available to the Owner and Engineer, one copy of the Contract Documents, Drawings, Shop Drawings, Change Orders, and other modifications in good order and annotated to show all changes made during construction. These Documents shall be delivered to the Engineer for the Owner upon completion of the Work.
- B. Record documents shall be reviewed during progress meetings to ascertain that all changes have been recorded.
- C. Store Record Documents separate from documents used for construction.

**1.6 TOUCH-UP AND REPAIR**

- A. The Contractor shall touch-up or repair finished surfaces on structures, equipment, fixtures, or installations that have been damaged prior to final acceptance. Surfaces on which such touch-up or repair cannot be successfully accomplished shall be

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completely refinished or in the case of hardware and similar small items, the item shall be replaced. Such items shall include, but not be limited to, the following:

1. Road surfaces
2. Exposed structure surfaces
3. Exposed equipment surfaces
4. Exposed piping surfaces

**1.7 EQUIPMENT CHECK AND INSTRUCTION MANUALS**

- A. The Contractor shall verify with the Owner the operation of the water system and shall provide the Owner all manufacturer's instructions.

**PART 2 PRODUCTS**

(Not Used)

**PART 3 EXECUTION**

(Not Used)

**END SECTION**

**SECTION 02 01 20**  
**PROTECTION OF UNDERGROUND**  
**FACILITIES AND SURVEY MONUMENTS**

**PART 1 GENERAL**

*1.1 UNDERGROUND FACILITIES*

- A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing underground facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such underground facilities, including Owner, or by others.
1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and
  2. The cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
    - a. Reviewing and checking all such information and data,
    - b. Locating all Underground Facilities shown or indicated in the Contract Documents,
    - c. Coordination of the Work with the owners of such underground facilities, including Owner, during construction, and
    - d. The safety and protection of all such underground facilities and repairing any damage thereto resulting from the Work.
- B. Not Shown or Indicated: If an underground facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated with reasonable accuracy in the Contract Documents, the following shall apply.
1. Contractor shall develop and execute a work-plan, subject to Engineer's approval to protect underground facilities.
  2. The Contractor shall expose, prior to staking and trenching, all existing utilities and existing facilities which may control proposed facility grades, and alignment. Two working days notice shall be given to the Engineer prior to commencing this work.
  3. Full compensation for all costs involved in locating, verifying, protecting, exposing, and otherwise providing for utilities shall be included in the amounts bid for the various items of work, and no separate payment shall be made therefore.

## 1.2 PROTECTION

- A. The Contractor shall not interrupt the service function or disturb the supporting base of any Utility by disrupting any facility identified in the Plans and Specifications without authority from the Owner or order from the Engineer. Where protection of such facilities is required to ensure support of utilities, the Contractor shall, unless otherwise provided, furnish and place the necessary protection at the Contractor's expense.
- B. The Contractor shall be prepared at all times with labor, equipment and materials to make repair on damaged mains or Utility facilities. The Contractor shall immediately notify the Engineer and the Utility owner if he disturbs, disconnects or damages any Utility. The Contractor shall bear the costs of repair or replacement of any Utility facility described with reasonable accuracy in the Plans and Specifications that is damaged by the Contractor. No extra compensation will be made for the repair of any services or mains damaged by the Contractor, nor for any damage incurred if the neglect or failure of providing protective barriers, lights and other devices or means required to protect such existing utilities or facilities described with reasonable accuracy in the Plans and Specifications.

## 1.3 SURVEY MARKERS AND PERMANENT REFERENCE POINTS

- A. The Engineer has taken measurements to assure the preservation of survey markers (monuments and benchmarks). The Contractor shall not disturb permanent survey markers without the consent of Engineer and shall bear the expense of replacing any that may be disturbed without permission.
- B. Certain permanent survey monuments and benchmarks are within the construction area and will be destroyed in the normal course of construction. Upon completion of construction, the Engineer will set the location of each of these monuments so that Contractor can construct the monument structure as shown on the plans. Compensation for construction of the monument structures will be as set forth in Section 01 00 22 – Explanation of Bid Items. Final location of the precise corner point on the constructed monument structure shall be made only by the Engineer.
- C. If Contractor disturbs or destroys permanent survey monuments or benchmarks other than those shown on the plans for replacement, such replacement shall be made by the Engineer at the expense of the Contractor.
- D. Property Corner Monuments
  - 1. The Contractor shall preserve property line and property corner survey markers. Property corners that are lost or disturbed by Contractor's operations shall be replaced at the Contractor's expense by the Engineer.
  - 2. Where the destruction of property corners is unavoidable and the Contractor is proceeding in accordance with the plans and accepted practice, such corners shall be replaced at the Owner's expense by the Engineer.
  - 3. Determination of responsibility shall be made by the Owner.

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**END SECTION**

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**SECTION 02 41 00**  
**DEMOLITION**  
**GENERAL**

**1.1 DESCRIPTION**

- A. The work of this section consists of demolition, transporting, removing and disposing of asphalt concrete pavement, Portland cement concrete curb, gutter, sidewalk, and ramps, miscellaneous debris, signs, and salvaged items.
- B. Definitions:
  - 1. Portland Cement Concrete: A mixture of Portland cement, fine aggregate, coarse aggregate, admixtures (if used) and water, proportioned and mixed. Also, included is rebar.
  - 2. Asphalt Concrete: A mixture of liquid asphalt and graded aggregate used as paving material for roadways and parking lots.

**1.2 WORK INCLUDED**

- A. Repair and restoration of areas damaged due to demolition work.
- B. Salvaging of equipment for Owner.
- C. Removal of demolished materials from site.
- D. Properly dispose of all removed materials.
- E. Dewatering as needed in order to complete the proposed demolition.
- F. Removal of trees and landscaping as required for construction.

**1.3 RELATED WORK**

- A. Section 01 57 23 – Storm Water Pollution Prevention Plan
- B. Section 01 57 27 – Dust Control
- C. Section 03 33 15 – Concrete Walk Curb Gutter Driveway
- D. Section 31 23 35 – Disposal of Materials
- E. Section 31 05 00 – Common Work Results for Earthwork

**1.4 REGULATORY REQUIREMENTS**

- A. Obtain required permits from per Section 00 52 17 of these Specifications.
- B. Dispose of removed materials in an approved disposal or salvage facility.

**1.5 REFERENCES**

- A. Section 17-2 – Clearing and Grubbing, State Standard Specifications
- B. Section 19 – Earthwork, State Standard Specifications

**1.6 SUBMITTALS**

- A. As specified in Section 01 33 00 – Submittal Procedures
- B. Demolition plan including sequence of operations. The plan shall specifically address methods of demolition, schedule, sequence of demolition, and procedures for archeological monitoring. Demolition shall not proceed until the plan has been approved.

**1.7 QUALITY ASSURANCE**

- A. General: Take all necessary precautions with regard to safety in carrying out the demolition and site work. Erect suitable barriers around open excavations and fulfill all appropriate requirements of CAL/OSHA. Comply with safety requirements for demolition, ANSI A10.6-90.

**1.8 PROJECT CONDITIONS**

- A. Underground utilities exist at this site. Contractor shall take all necessary precautions to protect said utilities. Notify Engineer of any deviation in utility location from that which is shown on the drawings.
- B. Keep dust to a minimum at removal site and on haul roads. Use sprinklers or water trucks as necessary or as directed by the Engineer.
- C. Ensure safety of persons in demolition area. Provide temporary barricades as required.
- D. Excavations may encounter groundwater and require dewatering depending on the time of year and amount of seasonal run-off. Loose sands exposed in excavation sidewalls may be unstable and require shoring or lying back in accordance with OSHA requirements. Flowing sands may also be encountered in excavations below groundwater levels.

**1.9 CLOSEOUT SUBMITTALS**

- A. As specified in Section 01 77 00 – Contract Closeout.
- B. Show all capped and abandoned utility terminations and location of remaining facilities on project Record Drawings.

## **PART 2 PRODUCTS**

### **2.1 REPAIR AND RESTORATION MATERIALS**

- A. Concrete shall be as specified in Section 03 33 00 – Cast In Place Concrete.
- B. Backfill materials shall be as required by Section 19 – Earthwork, State Standard Specifications.

### **2.2 MATERIALS**

- A. Salvaged Materials: Materials to be salvaged shall remain the property of the Owner and shall be stockpiled as directed by the Engineer. Contractor shall inventory all salvaged materials. Stockpiled materials shall be free of hazardous substances. Salvage materials include:
  - B. Items to be Salvaged and Relocated shall be salvaged and/or relocated as shown on the drawings, or as directed by the Owner.
  - C. Materials and items demolished and not designated for reuse, salvage or transfer to the Owner, as well as all debris, rubbish and other materials resulting from the demolition operations, shall become the property of the Contractor and shall be removed from the site within 48 hours of demolition.
  - D. Storage or sale of the removed items will not be permitted at the site.

## **PART 3 EXECUTION**

### **3.1 INSPECTION**

- A. Prior to demolition, inspect the site conditions, verifying all governing dimensions, notes and specification. Notify the Engineer of any errors or omissions in the contract documents.
- B. Make such explorations and probes as are necessary to ascertain any required protection measures before proceeding with the demolition and removal work.

### **3.2 PREPARATION**

- A. Protect existing, appurtenances, structures, which are not to be demolished.
- B. Prior to demolition work, all soil erosion control measures specified in Section 01 57 23 - Stormwater Pollution Prevention Plan (SWPPP) and inlet protection barriers shall be in place. Contractor shall provide appropriate measures to prohibit demolition debris and/or soil from entering any watercourse.
  - 1. Protect all buildings, structures, utilities, and vegetation to remain.

### 3.3 DEMOLITION REQUIREMENTS

- A. Conduct demolition to protect and minimize damage to structures and existing improvements.
- B. Conduct salvaging to protect and minimize damage to salvaged equipment.
- C. All work within a Caltrans right of way shall conform to Section 15 of the State Standard Specifications.
- D. Execute the work in a careful, orderly and safe manner, with the least possible disturbance to the public. Cease operations immediately if adjacent work appears to be endangered. Do not resume operations until corrective measures have been taken.
- E. Pavement and Slabs:
  - 1. Remove completely all Portland cement concrete slabs-on-grade including, but not limited to, equipment pads, sidewalks, etc.
  - 2. Saw cut existing asphalt concrete pavements cleanly in straight continuous lines. Remove asphalt concrete pavement as shown on the drawings.
    - a. Asphalt Concrete Milling Equipment: Milling machines shall be power operated, self-propelled machines capable of removing the desired thickness. They shall have sufficient power, traction and stability to accurately maintain depth of cut and slope.
- F. Items to be Salvaged: Remove as directed by the Engineer. Remove carefully. All salvaged material remains the property of the Owner. Store where directed by the Engineer.
- G. Abandoned Utilities: Remove above ground utilities and terminate as approved by the utility company and the Engineer. Remove necessary portions of underground utilities to within 24 inches of excavation or final grade. Plug abandoned pipes and conduits with concrete plugs. Plugs shall be 6 inches or 2 times the pipe diameter in length, whichever is greater.
  - 1. Water lines shall be capped as close as possible to active mains.

### 3.4 PRESERVATION

- A. If indicated or required, preserve trees, plants, rock outcroppings, or other features designated to remain. Protect trees and plants from damage; fell trees in a manner which shall not injure standing trees, plants and improvements which are to be preserved.

### 3.5 RESTORATION

- A. All demolition areas, staging/stockpiling, and open excavations shall be filled in accordance with the Earthwork Sections. Fill all open excavations deeper than one foot to an elevation to match the surrounding topography.

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1. New Construction Areas: As shown on drawings.

3.6 *DISPOSAL*

- A. As specified in Section 31 23 35 – Disposal of Materials

**END SECTION**

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## SECTION 10

### CONSTRUCTION DETAILS

#### 10.01 MOBILIZATION AND DEMOBILIZATION

MOBILIZATION AND DEMOBILIZATION is intended to compensate the Contractor for operations including, but not limited to, those necessary for the movement of personal, equipment, supplies and incidentals to / from the project site; for the payment of premium cost and insurance for the project, construction staking and surveying; for any necessary costs of acquisition of equipment, including purchase and mobilization expense; and for any other work and operations which must be performed or costs that must be incurred incident to the initiation of meaningful work at the site and for which payment is not otherwise provided in the contract.

#### MEASUREMENT AND PAYMENT

Payment for MOBILIZATION AND DEMOBILIZATION will be made at the contract lump sum price. Partial payments under this item will be made in accordance with the following provisions:

1. The first payment of the lump sum price for MOBILIZATION AND DEMOBILIZATION will be fifty percent of the contract lump sum price and will be paid with the first request provided that all submissions required are submitted by the Contractor to the satisfaction of the Engineer.
2. The second payment of the lump sum price for MOBILIZATION AND DEMOBILIZATION will be twenty five percent of the contract lump sum price and shall be included in the second pay request.
3. The third and final payment of the lump sum price for MOBILIZATION AND DEMOBILIZATION will be included in the final pay request.

#### 10.02 EROSION CONTROL

Contractor is required to provide an Erosion and Sediment Control Plan (ESCP) for review and approval by the City of Patterson Engineering Division. A blank ESCP worksheet is available to download from the City's website.

The plan must be approved prior to beginning of work. Contractor shall implement Best Management Practices (BMPs) before construction occurs both in the area of work, as well as staging areas. Contractor shall maintain BMPs in good working condition at all times. Contractor shall provide drain inlet protection, at a minimum. The completed ESCP and required BMPs must be in place prior to soil disturbing construction activities. Spill Prevention and Control and for leaks and spills from vehicles and equipment each day of use in accordance with Section 13-1.03C Inspections for Water Pollution Control and Section 14-11 Hazardous Waste and Contamination for Environmental Stewardship of the Caltrans' Standard Specifications.

#### MEASUREMENT AND PAYMENT

The contract lump sum price paid for EROSION CONTROL shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals; for doing all the work involved in developing, preparation, submittal, revising, and amending the Erosion Control; installing, constructing, removing, and disposing of water pollution control practices, including non-storm water management; and waste management and water pollution control practices as specified in the Standard Specifications and these Construction Details, and no additional compensation shall be made.

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**10.03 TRAFFIC CONTROL SYSTEM**

Contractor shall comply with the City of Patterson Improvement Standards Section 2 “Traffic Control and Safety” for work within the City of Patterson. Attention is directed to Section 12.01, “Traffic Management Plan,” of these Special Provisions. Road closures shall not be allowed except for residential streets which may be closed to through traffic one block at a time provided detour routes shown in the Temporary Traffic Control Plan have been submitted and approved. Access to residents that live on the residential streets shall be provided at all times.

**PAYMENT**

The contract lump sum price paid for TRAFFIC CONTROL SYSTEM shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in providing a traffic control system as required to install proposed improvements, as specified in the City of Patterson Improvement Standards, these Special Provisions, and as directed by the City Engineer, and no additional compensation shall be made.

**10.04 UTILITY COORDINATION**

All coordination with the utility companies shall be the Contractor’s responsibility. All fees and permits associated with the City of Patterson shall be waived.

**10.05 POTHOLE EXISTING UTILITIES**

Prior to the beginning or continuation of any trenching for the installation of utilities, the Contractor shall:

1. Pothole all utility crossings shown on the plans and identified by Underground Service Alert (USA) utility markings. Contractor shall exercise due diligence to utilize techniques and practices which will limit damage to located utilities, including vacuum truck and hand digging, or other means as required by the buried utility owner. Damage to buried utilities as a result of Contractor’s failure to perform potholing work per these Special Provisions shall be repaired at the Contractor’s expense.
2. Measure depth from top of pavement to top of all utilities and mark depths on the project plans and provide a copy to the Engineer (electronic PDF or hard copy is acceptable).
3. Notify the Engineer of potential conflicts with the proposed location of new utilities.
4. Backfill, compact, and patch or plate potholes prior to opening the paved surface up to traffic.

The project plans depict sizes, horizontal locations, and materials of existing utilities based on surface evidence and facility maps from utility companies. Attention is directed to the possibility of utility locators marking utilities in locations other than what is shown on the plans or the possible existence of underground facilities not indicated on the plans or in the special provisions. Should additional pothole effort be needed to locate underground facilities beyond that which could be reasonably estimated at the time of bid, the change in contract price will be determined as per Section 4 “Contract Price” of the Agreement.

**PAYMENT**

The contract lump sum price paid for POTHOLE EXISTING UTILITIES shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in utility potholing as shown on the project plans, specified in the City of

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Patterson Improvement Standards, Drawings, these Special Provisions, and as directed by the City Engineer, and no additional compensation shall be made.

**10.06 REMOVE PAVEMENT MARKINGS**

All pavement markers within the overlay area shall be removed prior to grinding and shall be removed and disposed of outside the road right-of-way in accordance with the provisions in Section 3.35 "Signage and Striping" of the City of Patterson Improvement Standards and Drawings.

**PAYMENT**

The contract lump sum price paid for REMOVE PAVEMENT MARKINGS shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in REMOVING PAVEMENT MARKINGS as shown on the plans, specified in the City of Patterson Improvement Standards, Drawings, these Special Provisions, and as directed by the City Engineer, and no additional compensation shall be made.

**10.07 REMOVE EXISTING IMPROVEMENTS**

Asphalt concrete, curb and gutter, sidewalk, valley gutter and all other items designated on the plans to be removed or must be removed in order to install the improvements as shown on the plans, and shall be removed and disposed of outside of the highway right-of-way in accordance with the provisions in Section 13-4.03D(3) of the Standard Specifications. Saw-cut all concrete and asphalt materials surfaces prior to removal. Where indicated on the plans or as directed by the Engineer, a 2' edge grind shall be performed to prepare the surface for new improvements.

**PAYMENT**

The contract lump sum price paid for REMOVE EXISTING IMPROVEMENTS shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in removing the existing improvements as shown on the plans, specified in the standard specifications and these special provisions, and as required to install proposed improvements, and as directed by Engineer, and no additional compensation shall be made.

**10.08 EARTHWORK AND GRADING**

Earthwork shall conform to the provisions in Section 19, "Earthwork", of the Caltrans Standard Specifications and these special provisions.

Surplus excavated material shall become the property of Contractor and shall be disposed of outside the road right-of-way and shall conform to the provisions in Section 3-10, "Clearing and Grubbing", of the City of Patterson Improvement Standards.

All import borrow shall meet the requirements of Structure Backfill as defined in Section 19 of the Caltrans Standard Specifications. All backfill material shall be compacted at 95% relative compaction for the entire depth of imported material. The maximum thickness of each layer of material before compaction shall be one foot and shall be composed of import borrow, existing material, or a combination of both.

**PAYMENT**

The contract lump sum price paid for EARTHWORK AND GRADING shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all

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the work involved in importing, excavating, hauling, compacting, and removing the earthwork as shown on the plans, specified in the City of Patterson Improvement Standards, Drawings, these Special Provisions, and as directed by the City Engineer, and no additional compensation shall be made.

**10.09 SHORING, SHEETING AND BRACING**

Contractor shall install a shoring system for the protection of workers and shall conform to Cal-OSHA requirements. Contractor shall submit shoring system to the Engineer for review and approval. The shoring plan shall be prepared, stamped, and signed by a licensed engineer. Contractor shall not start activities that require shoring to be in place before the shoring system is accepted and approved by the Engineer. Contractor shall submit evidence of receipt of an excavation permit from the State of California Department of Industrial Safety, Division of Occupational Safety & Health, for excavations to be performed as part of the scope of work, pursuant to the requirements of Labor Code Sections 6500, 6501, and 6502.

**PAYMENT**

The contract lump sum price paid for SHORING, SHEETING AND BRACING shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing the shoring, complete in place, as shown on the plans, and as required by law, specified in the City of Patterson Improvement Standards, Drawings, these Special Provisions, and as directed by the City Engineer, and no additional compensation shall be made.

**10.10 REMOVE AND DISPOSE CLEANOUT**

REMOVE AND DISPOSE CLEANOUT designated to be removed as shown on the plans, and as directed by the Engineer. Cleanout removal shall include, but not limited to, demolition, excavation, removal, haul-off and disposal of excavated /removed materials, and any other work required to remove the cleanout for proposed improvements.

**PAYMENT**

The contract price paid per each cleanout removed shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in removing each cleanout in place, as shown on the plans, specified in the City of Patterson Improvement Standards, Drawings, these Special Provisions, and as directed by the City Engineer, and no additional compensation shall be made.

**10.11 REMOVE AND SALVAGE FIRE HYDRANT**

REMOVE AND SALVAGE FIRE HYDRANT designated to be removed and salvaged as shown on the plans, and as directed by the Engineer. REMOVE AND SALVAGE FIRE HYDRANT shall include, but not limited to, removing the existing fire hydrant to the buried ductile iron mechanical joint and thrust block, cutting and capping the existing piping, and installing new thrust block. Existing fire hydrants shall be salvaged to the City as noted in the Project Plans. Otherwise, with the direction of the City Engineer, fire hydrant shall be removed and disposed of outside the road right-of-way.

**PAYMENT**

The contract price paid per each REMOVE AND SALVAGE FIRE HYDRANT shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all

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work involved in removing and salvaging each fire hydrant in place/or removing and disposing each fire hydrant in place, as shown on the plans, specified in the City of Patterson Improvement Standards, Drawings, these Special Provisions, and as directed by the City Engineer, and no additional compensation shall be made.

**10.12 REMOVE AND DISPOSE WATER PIPE AND BLOWOFF**

REMOVE AND DISPOSE WATER PIPE designated to be removed as shown on the plan, and as directed by the Engineer. Existing water pipe removal shall include, but is not limited to, demolition, excavation, disconnection and capping of water lines, removal of fittings and appurtenances, haul-off and disposal of excavated and removed material, backfill and surface restoration, and any other work required to remove and dispose water pipe.

**PAYMENT**

The contract price paid per linear foot of REMOVE AND DISPOSE WATER PIPE shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing the work in removing and disposing the water pipe and appurtenances in place, as shown on the plans, specified in the City of Patterson Improvement Standards, Drawings, these Special Provisions, and as directed by the City Engineer, and no additional compensation shall be made.

**10.13 WATER MAIN PIPE**

All work on the potable water system shown on the plans shall comply with Section 6 "Potable Water" of the City of Patterson Improvement Standards and Drawings.

Water main pipe material shall be C-900 PVC DR-18 in accordance with Section 6.10.2 "Polyvinyl Chloride Pipe (PVC)," of the City of Patterson Improvement Standards and Drawings, the Plans and these Special Provisions. Water main pipe sizes shall be as shown on the Project Plans. Trench repair shall conform to Section 6.11 "Installation" of the City of Patterson Improvement Standards and Drawings, the plans and these Special Provisions.

PIPE LAYING

All pipes shall be laid true to the lines and grades as shown on the plans. If in any circumstance there is a confrontation between an existing permanent pipe and the proposed line, the Contractor, with the written approval of the Engineer, may lay the pipe at an elevation other than that specified on the plans.

The pipe shall at all times during loading, unloading, moving and laying operations, be handled with care. The Engineer shall be the judge of whether pipe, coupling fitting, etc., has been damaged and any material so classified shall be removed from the work site permanently.

The Contractor shall take extra precautions to ensure that the unfinished end of the pipe is securely plugged prior to commencing backfilling operations for that length of pipe. At the close of the day's operations, or whenever workmen are absent from the job site, the last section of pipe shall be plugged, capped or otherwise tightly closed to prevent the entry of foreign matter of any nature. The interior of the pipe shall be kept free from dirt and other foreign material as the pipe laying progresses and said interior of pipe shall be left clean at the completion of the work.

Unless otherwise specified by the Engineer, all pipes shall be laid with the bells facing the direction of laying and shall be laid in accurate conformity with the prescribed lines and grades. Each length

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shall be jointed to the preceding section as hereinafter specified; and after said jointing procedure has commenced, there shall be no movement of the pipe whatsoever in subsequent operations. Each pipe shall have a firm bearing for its full length in the trench, except at bell holes and field joints. Only approved lubricants shall be used as an aid to mating bells and spigots. The reference line on the spigot end should be flush with the end of the bell. Whenever necessary to deflect the pipe from a straight line either in the vertical or horizontal plane to avoid obstructions, or where long radius curves are permitted, the degree of deflection at joints shall be approved by the Engineer.

When excessive groundwater conditions are encountered, such that the trench bottom cannot be kept dry during pipe laying operations, the Contractor shall excavate the trench six inches or more below the barrel of the pipe and backfill to grade with crushed rock. Ground water shall be kept below the surface of the gravel bedding with suitable dewatering equipment during all pipe laying operations. Over-excavation and crushed rock shall be furnished at the Contractor's expense.

**FITTINGS**

Fittings shall be in accordance with Section 6.10.B.4 "Water Main Fittings," of the City of Patterson Improvement Standards and Drawings, the Plans and these Special Provisions.

**PAYMENT**

The contract price paid per linear foot of WATER MAIN PIPE shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in laying and constructing WATER MAIN PIPE, including all trenching, backfill, aggregate base, and hot mix asphalt material per Drawing W-15, complete in place, as shown on the plans, specified in the City of Patterson Improvement Standards, Drawings, these Special Provisions, and as directed by the City Engineer, and no additional compensation shall be made.

**10.14 6" VALVE**

Gate valves and butterfly valves shall be in accordance with Section 7.7 "Valves and Valve Boxes," of the City of Patterson Improvement Standards and Drawings, the Plans and these Special Provisions. Each 6" VALVE shall be installed in a valve box with lid.

**PAYMENT**

The contract price paid per each 6" VALVE shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in installing various sizes of valves and valve boxes complete in place, as shown on the plans, specified in the City of Patterson Improvement Standards, Drawings, these Special Provisions, and as directed by the City Engineer, and no additional compensation shall be made.

**10.15 THRUST BLOCKS**

Thrust Blocks shall be in accordance with Section 6.10.B.5 "Thrust Blocking," and Drawing W-14, "Thrust Block Details," of the City of Patterson Improvement Standards, Drawings, these Special Provisions, and as directed by the City Engineer.

**PAYMENT**

Thrust blocks shall be considered as included in the contract unit prices for all items requiring thrust blocks and no separate payment shall be made therefor.

**10.16 CONCRETE COLLARS**

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The Contractor shall install CONCRET COLLARS at each water valve in accordance with Drawing W-11, "Water Line Gate Valve Assembly," of the City of Patterson Improvement Standards, Drawings, these Special Provisions, and as directed by the City Engineer.

**PAYMENT**

CONCRETE COLLARS shall be considered as included in the contract unit prices for all items requiring concrete collars and no separate payment will be made therefor.

**10.17 DISINFECTION**

DISINFECTION of new mains shall be in accordance with Section 6.13.3 "Disinfecting Water Mains," of the City of Patterson Improvement Standards, Drawings, these Special Provisions, and as directed by the City Engineer.

**PAYMENT**

DISINFECTION shall be considered as included in the contract unit prices for all items requiring disinfections and no separate payment will be made therefor.

**10.18 PRESSURE TEST**

Pressure testing of new mains shall be in accordance with Section 6.13.2, "Hydrostatic Test," of the City of Patterson Improvement Standards, Drawings, these Special Provisions, and as directed by the City Engineer.

**PAYMENT**

Pressure tests shall be considered as included in the contract unit prices for all items requiring pressure tests and no separate payment will be made therefor.

**10.19 INTERRUPTION OF SERVICE**

INTERRUPTION OF SERVICE shall be in accordance with the City of Patterson Improvement Standards and Drawings, the Plans and these Special Provisions.

**PAYMENT**

INTERRUPTION OF SERVICE shall be considered as included in the contract unit prices for all items requiring interruption of service and no separate payment will be made therefor.

**10.20 1" SERVICE CONNECT TO EXISTING METER**

Install new water services of various sizes in accordance with Section 6.9.E "Water Service Requirements and Size," of the City of Patterson Improvement Standards and Drawing W-5 "Water Meter Service Detail", the Plans and these Special Provisions. Reuse the existing box and meter and install adjacent to the existing box location outside of the sidewalk in the parkstrip. Any damage to an existing water meter and end point shall be paid by the Contractor. Where a parkstrip is not available, coordinate location of the new box with the City Engineer. Install new service lines with #12 tracer wire from the main and connect the existing water service near back of sidewalk.

**PAYMENT**

The contract price paid per each 1" SERVICE CONNECT TO EXISTING METER shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, for doing all the work involved in laying and constructing the services line, for removing and relocating the existing meter box and meter, for reconnecting the water service to the existing building, and all trenching, backfill, aggregate base, and hot mix asphalt material per Drawing W-15, complete in place, as

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shown on the Plans, specified in the City of Patterson Improvement Standards, Drawings, these Special Provisions, and as directed by the City Engineer, and no additional compensation shall be made.

**10.21 FIRE HYDRANT AND ASSEMBLY**

FIRE HYDRANT AND ASSEMBLY shall be, but not limited to, all work necessary to install FIRE HYDRANT AND ASSEMBLY, including connection to the new water main, gate valve and valve box, riser pipe, fittings, thrust block, blue raised reflective pavement markers, and shall be installed in accordance with Section 6.10.D "Fire Hydrant Assembly and Drawing W-12 "Fire Hydrant Assembly," City of Patterson Improvement Standards, Drawings, the Plans, and these Special Provisions.

**PAYMENT**

The contract price paid per each FIRE HYDRANT AND ASSEMBLY shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in installing a new fire hydrant assembly and connecting to the new water main, as shown on the plans, specified in the City of Patterson Improvement Standards, Drawings, these Special Provisions, and as directed by the City Engineer, and no additional compensation shall be made.

**10.22 CONNECTION TO EXISTING WATER MAIN**

City shall perform all required tapping of existing mains prior to the Contractor performing work for CONNECTION TO EXISTING WATER MAIN. Contractor shall provide notice to the City Inspector at least seven (7) working days before any proposed connection to an existing main. Contractor shall be responsible for excavating, hauling, and compacting of material necessary. Once a new water main has been disinfected and accepted by the City Engineer, it will be considered an existing main.

**PAYMENT**

The contract price paid per each CONNECTION TO EXISTING WATER MAIN shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in connecting to an existing main, including all trenching, backfill, aggregate base, and hot mix asphalt material per Section 6.12 "Connections with Existing Water Lines", City Drawing W-15, complete in place, as shown on the plans, specified in the City of Patterson Improvement Standards, Drawings, and these Special Provisions, and as directed by the City Engineer, and no additional compensation shall be made.

**10.23 SEWER MANHOLE**

**GENERAL**

Manholes and manhole frames and covers shall conform to City of Patterson Standard Specifications, Sections 70 and 75 of the Standard Specifications and these special provisions.

**CASTINGS**

All castings for manhole rings and covers shall be gray cast iron, free from cracks, holes, swells, and cold sheets, and conform appropriate portions of Section 75 of the Standard Specifications and these special provisions. Manhole covers shall be turned in a lathe and the outer 1-1/2 inches dressed down to assure a tight fit and to prevent rocking. The seat for the manhole cover shall

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also be turned in a lathe to provide a true and smooth surface. All manhole covers, which do not fit neatly and bear firmly in the ring will be rejected

**MORTAR AND GROUT**

Mortar shall consist of one (1) part by volume of Type II cement and 2 parts by volume of sand. Grout shall consist of 1 part by volume of cement and 1-1/2 parts by volume of sand.

Mortar and grout shall be mixed in a suitable watertight mixing box. Material must be thoroughly mixed dry and then sufficient water added to bring mixture to a workable consistency. No mortar or grout which has begun to set shall be used and no retempering thereof, will be permitted. Mortar shall be cured as specified under concrete.

**REINFORCED CONCRETE MANHOLES**

Reinforced concrete manholes shall be 4 feet inside diameter, unless otherwise indicated on the plans. They shall consist of cylindrical sections, concentric tapered cones, and ring sections, all with keyed joints. Manhole shafts shall conform in materials and design to applicable portions of Section 70 Miscellaneous Facilities of the Standard Specifications. Manhole sections are to be manufactured without steps.

**CONCRETE**

Concrete shall conform to Section 90 of the Standard Specifications, Class A, except that where used for pipe encasement, it may be Class B.

**Installation**

All manholes shall be of concrete construction and shall conform to the plans as to size, shape, elevations, and details.

Pipe stubs for future sewers shall be built into the structures as shown on the Plans. The outer ends shall be sealed securely by a removable stopper of the same material as the branch.

Unless otherwise indicated, flow channels shall be provided in the manhole base by fillets as shown on the drawings. Special care shall be taken to form smooth transitions between inlets and outlets, with good hydraulic properties. Any sharp corners or significant departure from dimensions indicated on Plans shall be cause for reconstruction. If the Contractor desires, pipe may be laid continuously through straight run manholes and the top half subsequently cut off.

Manholes over existing sewer lines shall be constructed without disturbance to the existing line or loss of service. The manhole may be placed under and around the existing pipe with the required flow channels formed after the new pipeline and its appurtenances are tested, and after approval from the Engineer is attained. Detailed requirements regarding connection to existing facilities are noted on the drawings.

Joints in precast manhole shafts shall be constructed using "Ram-Nek", "Kent-Seal" or equal, plastic or rubber gaskets. Joints shall be primed and the gasket installed in strict accordance with manufacturer's instructions.

All manholes shall be constructed on a non-yielding firm bed. When water is encountered or in the opinion of the Engineer existing conditions are such that the excavated ground at the base of the manhole is not firm, a minimum of six inches of crushed rock will be required prior to manhole base construction.

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At the Contractor's option pre-cast manhole bases may be used. The design of pre-cast base must be submitted for approval. A pre-cast base may incorporate a section of pipe provided a flexible joint is located within six inches of manhole wall. All pre-cast bases shall have the major features of the manhole detail as shown on the Plans. Provisions for stubs must be incorporated.

Manholes located within paved streets or parking areas shall be stacked only to a level between 9" and 18" below finished grade and then capped with temporary covers of 3/8-inch steel plate of sufficient size to adequately cover the opening. Suitable ribs or anchors shall be welded or attached to the underside of the cover to hold it in place during the grading and paving operations.

After the structure section has been placed, the manholes shall be raised to finished grade and the damaged structure section repaired in accordance with City Standards.

**PAYMENT**

The unit price for manholes shall include excavation, precast concrete items, cast iron frame and cover, stub lines where indicated, pipe and fittings for interior drops where indicated, concrete, backfill, restoration of street surfaces, existing manhole removal (where applicable), special features, testing and all other labor, equipment, and material necessary for completion of the structure in accordance with the Plans, Standard Specifications and these special provisions and no additional compensation will be allowed therefor.

**10.24 CONNECT EXISTING SANITARY SEWER TO MANHOLE**

Pipe connections to proposed manholes at locations shown on the Plans shall be as specified herein. Sanitary sewer "thru" flows shall be maintained. Approximately 3.2 cfs is the anticipated flow to be maintained. Where holes are broken in existing barrels, shall be carefully done. Where holes are broken in existing barrels to accept pipe penetration, after insertion of the pipe, the annular space shall be tightly packed with a "dry" cement mortar. PVC may not be grouted directly to concrete. Waterstops shall be used for connection to manholes with PVC or HDPE pipe (submittal required). Surfaces to be in contact with the mortar shall be thoroughly moistened and then scrubbed with Portland cement paste. Inside of barrel shall be neatly finished. Bottom shall be channelized or rechannelized as necessary to provide smooth transitions with good hydraulic properties.

**MEASUREMENT AND PAYMENT**

Full compensation for furnishing all labor, tools, equipment, materials and incidentals for performing work involved connecting to manhole, complete in place including, but not limited to, excavation, pipe, fittings, backfill, compaction and appurtenances shall be considered as included in the lump sum price paid for Connect Existing Sanitary Sewer to Manhole and no additional compensation will be allowed therefore.

Full compensation for furnishing all labor, tools, equipment, materials and incidentals for performing work involved Connect Existing Sanitary Sewer to Manhole, complete in place including, but not limited to, excavation, pipe, fittings, backfill, compaction and appurtenances shall be considered as included in the lump sum price paid for Connect Existing Sanitary Sewer to Manhole and no additional compensation will be allowed therefore.

### **10.25 CURB AND GUTTER**

Quantities of CURB AND GUTTER to be paid for by the linear foot include earthwork, forming, pouring and finishing curb and gutter and will be calculated on the basis of the actual length measured in the field. As the exact location of the proposed fire hydrant and water meter in relation to joints is unknown, the bid form shall include an estimate of ten (10) linear feet of curb and gutter per fire hydrant run or water meter.

#### **PAYMENT**

The contract price paid per linear foot for CURB AND GUTTER shall include full compensation for furnishing all labor, material (including adhesive, or reinforcing steel and dowels for anchoring, and expansion joint material), tools, equipment and incidentals, and for doing all the work involved in constructing Minor Concrete, complete in place, as shown in the Plans, specified in the City of Patterson Improvement Standards, Drawings, these Special Provisions, and as directed by the City Engineer, and no additional compensation shall be made.

Specifically included in the price for CURB AND GUTTER is moisture barrier. Full compensation for furnishing all labor, materials, tools, equipment, and for doing all of the work involved with installing moisture barrier shall be considered as included in the price paid for CURB AND GUTTER, and no additional compensation shall be made.

### **10.26 VALLEY GUTTER**

Quantities of VALLEY GUTTER to be paid for by the square foot include earthwork, forming, pouring and finishing valley gutter and will be calculated on the basis of the actual square feet measured in the field..

#### **PAYMENT**

The contract price paid per square foot for VALLEY GUTTER shall include full compensation for furnishing all labor, material (including adhesive, or reinforcing steel and dowels for anchoring, and expansion joint material), tools, equipment and incidentals, and for doing all the work involved in constructing Minor Concrete, complete in place, as shown in the Plans, specified in the City of Patterson Improvement Standards, Drawings, these Special Provisions, and as directed by the City Engineer, and no additional compensation shall be made.

### **10.27 SIDEWALK WITH SUBGRADE AND ONE ADA RAMP**

SIDEWALK WITH SUBGRADE AND ADA RAMP shall be constructed in accordance with the City of Patterson Improvement Standards, the Plans, and these Special Provisions. This work shall include all labor, materials, tools, equipment, and incidentals necessary to construct concrete sidewalk and **one (1) accessible concrete curb ramp**, complete in place, at the locations shown on the Plans. Sidewalk and ADA ramp construction shall comply with current ADA accessibility requirements, including but not limited to maximum slopes, cross slopes, landings, transitions, detectable warning surfaces, and alignment with adjoining curb, gutter, and pavement. ADA ramps shall be installed in accordance with **Drawing S-46** of the City of Patterson Improvement Standards.

#### **MEASUREMENT AND PAYMENT**

Quantities of SIDEWALK WITH SUBGRADE AND ADA RAMP shall be measured **by the square foot**, based on the actual area of sidewalk constructed as measured in the field. The bid quantity includes **one (1) ADA ramp** within the measured sidewalk area.

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The contract price paid per square foot for **SIDEWALK WITH SUBGRADE AND ADA RAMP** shall include full compensation for furnishing all labor, materials (including adhesive, reinforcing steel, dowels, expansion joint material, and detectable warning surfaces), tools, equipment, and incidentals, and for performing all work involved in constructing sidewalk and one ADA ramp, complete in place, as shown on the Plans, specified in the City of Patterson Improvement Standards, Drawings, and these Special Provisions, and as directed by the City Engineer.

**10.28 PREPARE EXISTING SURFACE**

Contractor shall prepare the existing surface prior to placing hot mix asphalt. Preparing the surface shall consist of sweeping the entire area to remove debris, organic matter, dirt, etc. Any work that will be required to fill potholes or make the surface suitable for paving shall be paid as extra work, through force account.

A pothole is defined as any hole or depression in the pavement that is less than 1 square yard in size and is 1" or greater in depth. Potholes shall be filled and compacted with Hot Mix Asphalt Type A and shall conform to Section 39, "Hot Mix Asphalt" of the Current Caltrans Standard Specifications.

Prior to placing the Hot Mix Asphalt the pothole and surrounding area shall be cleaned and all surfaces shall be tack coated per Section 39, "Hot Mix Asphalt" of the Current Caltrans Standard Specifications.

**PAYMENT**

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work involved with preparing the existing surface as specified above, shall be considered as included in the price paid for CLASS II AGGREGATE BASE CONCRETE and no additional compensation shall be made.

**10.29 CLASS II AGGREGATE BASE**

Aggregate base shall conform to the provisions in Section 26, "Aggregate Base", of the Caltrans Standard Specifications and these special provisions. Paragraph 2 of Section 26-1.02A, "Class 2 Aggregate Base", shall be amended to read as follows:

"Aggregate shall conform to the grading and quality requirements shown in the following tables."

The aggregate base grading shall be  $\frac{3}{4}$ " maximum and shall be class 2.

The contract price paid per ton for CLASS II AGGREGATE BASE shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in placing and compacting the Aggregate Base, and no additional compensation shall be made.

**10.30 HOT MIX ASPHALTIC CONCRETE**

HOT MIX ASPHALTIC CONCRETE (HMA) shall conform to the provisions in Section 39, "Hot Mix Asphalt," of the Current Caltrans Standard Specifications.

The HMA construction process shall be standard. The aggregate gradation of the top lift shall be  $\frac{1}{2}$ " and the HMA type shall be type A. The binder shall be PG 64-10.

Contractor shall tack coat all surfaces to receive HMA and shall conform to the Caltrans Standard Specifications Section 39, "Hot Mix Asphalt."

**PAYMENT**

Hot mix asphalt will be subject to Payment Adjustments for Price Index Fluctuations per the Current Caltrans Standard Specifications.

The contract price paid per ton for HOT MIX ASPHALTIC CONCRETE shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in placing, compacting, and quality-control of hot mix asphalt complete in place, as shown on the Plans, specified in the City of Patterson Improvement Standards, Drawings, these Special Provisions, and as directed by the City Engineer, and no additional compensation shall be made. Contractor shall provide daily tags to the City Inspector. No quantities shall be paid without a tag.

**10.31 THERMOPLASTIC STRIPING, MARKINGS, AND MARKERS**

All traffic stripes and pavement markings and markers shall conform to Section 84, "Markings," of the Caltrans Standard Specifications.

Permanent thermoplastic striping and markings in a given area shall be placed seven (7) calendar days after the completion of paving work in that given area.

Contractor shall install blue raised reflective pavement markers to mark fire hydrant locations. The blue reflective pavement markers shall be placed in accordance with the City of Patterson Improvement Standards and Drawing W-12.

Permanent pavement markers in a given area shall be placed seven (7) calendar days after completion of paving work in that given area.

**PAYMENT**

The contract lump sum price for THERMOPLASTIC STRIPING, MARKINGS, AND MARKERS shall include full compensation for furnishing all labor, materials, tool, equipment, and incidentals for doing all work involved with THERMOPLASTIC STRIPING, MARKINGS, AND MARKERS, complete in place, as shown on the Plans, specified in the City of Patterson Improvement Standards, Drawings, Caltrans Standard Specifications, these Special Provisions, and as directed by the City Engineer, and no additional compensation shall be made.

**10.32 FINAL CLEANUP**

Upon completion of the work, the Contractor shall remove all equipment, debris, and shall leave the site in a neat clean condition to the satisfaction of the Engineer. The Contractor shall clean the area of all construction related materials and sweep the entire project area including sidewalk and gutter thoroughly. All construction signs, cones, barricades, and conflicting markings shall be removed. At the request of the Contractor, a final punchlist will be provided. After all items of the punchlist have been completed to the satisfaction of the Engineer, the Engineer will issue substantial completion. The accrual of working days will cease after substantial completion has been issued.

**END OF SECTION**