

# CITY OF WESTMORLAND

Westmorland, California

## CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

***DWR/SCDR GRANT #4600015451  
WATER DISTRIBUTION PIPING  
REPLACEMENT PROJECT***

***BID NO. 2025-01***

PIPE REPLACEMENT PROJECT

Prepared By:

BJ ENGINEERING & SURVEYING, INC.  
341 W. CROWN COURT, SUITE 100  
IMPERIAL, CA 92251

For:

CITY OF WESTMORLAND  
DEPARTMENT OF PUBLIC WORKS  
355 S. Center Street  
Westmorland, California 92281  
(760) 344-3411

**March, 2025**

**WESTMORLAND DWR/SCDR GRANT #4600015451**  
**WATER DISTRIBUTION PIPING REPLACEMENT PROJECT**  
**BID NO. 2025-01**

# CITY OF WESTMORLAND

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FOR

*WESTMORLAND DWR/SCDR GRANT #4600015451*

*WATER DISTRIBUTION PIPING REPLACEMENT PROJECT*

*BID NO. 2025-01*

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# CITY OF WESTMORLAND

## NOTICE INVITING SEALED BIDS

### **WESTMORLAND DWR/SCDR GRANT #4600015451** **WATER DISTRIBUTION PIPING REPLACEMENT PROJECT**

#### **BID NO. 2025-01**

PUBLIC NOTICE IS HEREBY GIVEN that the City of Westmorland, as CITY, invites sealed bids for the above stated project and will receive such bids in the City's offices at 355 S. Center St., Westmorland, California 92281 up to the hour of 2:00 P.M. Thursday, April 10, 2025, at which time they will be publicly opened and read aloud. A bid summary will then be prepared and posted.

The work consists generally of the removal & disposal of existing A.C. pavement as needed for removal of existing valves, abandonment-in-place and capping of piping, placing new water piping, and restoring residential services and existing fire hydrants to service. New water valves and complete piping assemblies with related fittings are to be installed. Trenches and excavated areas are to be backfilled and native material or new A.C. Pavement/Base are to be placed as called for in the plans and specifications around water valve cans. Water valve cans are to be adjusted to grade. Existing utilities are to be protected in place. Traffic control and safety measures, as needed, are required, including steel plates to cover trenches in street intersections where needed. Written or verbal notification is to be provided to all who may be affected by water outage and road closures.

Bid packages are available at City Hall, 355 S. Center Street, Westmorland, California 92281 upon payment of a \$100.00 non-refundable fee (\$120.00 if mailed), or they may be obtained in digital form from the City's website.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code of the State of California. Compliance with the State prevailing rates of wages and apprenticeship employment standards and the State director of Industrial Relations will be required. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, or religion will also be required.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. Federal minimum wage rates do not apply for this project as no federal funding is involved.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered areas are as follows:

- Goals for Minority Participation in each trade: 18.2%
- Goals for Female Participation in each trade: 6.9%

These goals are applicable to all contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area outside of the covered area, it shall apply to the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.

The Contractor's compliance shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications and its efforts to meet the goals established for the geographical area where the contract resulting from the solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform through the duration of the contract, and in each trade, and the Contractor shall make a good faith effort to employ women and minority individuals evenly on each of its projects.

The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract. Compliance with the goals will be measured against the total work hours performed. As used in this notice, and in the contract resulting from this solicitation, the "covered area" is in the City of Westmorland in Imperial County.

The project is subject to all applicable Federal, State, County, and local government laws and regulations, including air quality, waste recycling, and DWR/SCDR standard requirements for public improvement projects.

The contract documents call for monthly payments based upon the engineer's estimate of the work completed. The City of Westmorland will retain 5 percent of each progress payment as security for completion of the balance of the work. At the request and expense of the successful bidder, the City will pay the amounts so retained upon compliance with the requirements of Public Contract Code Section 22300 and the provisions of the contract documents pertaining to Substitution of Securities.

Bids must be prepared on the approved proposal forms in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside; **ATTN: CITY OF WESTMORLAND: SEALED BID FOR "WESTMORLAND DWR/SCDR GRANT #4600015451 WATER DISTRIBUTION PIPING REPLACEMENT PROJECT BID NO. 2025-01."**

A pre-bid meeting will be held at Westmorland City Hall, 355 S. Center St., Westmorland at 10 a.m. on Thursday, March 27, 2025.

The City of Westmorland reserves the right to reject any or all bids, to award each item separately, delete portions of the work, and/or waive any informality on any bid. No bid may be withdrawn for 60 days after the time set for the opening thereof.

Failure by the successful bidder to enter into a contract with the City or to deliver goods and/or services in accordance with the bid may result in a declaration by the City that the bidder is not a responsible bidder, and elimination from consideration in future bidding.

At the time of contract award, the prime contractor shall possess a Class "A" contractor's license and/or any combination of "C" specialty contractors license(s) sufficient to perform the work.

Dated this 20<sup>th</sup> day of March, 2025.

By: Christine Pisch, City Clerk, City of Westmorland

Questions may be submitted to:

City of Westmorland  
P.O. Box 699  
355 S. Center St.  
Westmorland, CA 92281  
Email: [joelhamby@roadrunner.com](mailto:joelhamby@roadrunner.com)  
(760) 344-3411

**CITY OF WESTMORLAND**  
**INSTRUCTIONS TO BIDDERS**  
**FOR**

**WESTMORLAND DWR/SCDR GRANT #4600015451**  
**WATER DISTRIBUTION PIPING REPLACEMENT PROJECT**

BID NO. 2025-01

**PROPOSAL FORMS**

Bids shall be submitted in writing on the Proposal forms provided by the CITY. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The CITY will not consider any proposal not meeting these requirements.

**PROPOSAL GUARANTEE (BID BOND)**

Proposals must be accompanied by a proposal guarantee consisting of a certified check or bid bond payable to the CITY in the amount of (10%) of the total amount Bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the CITY. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all contract documents.

**NON-COLLUSION AFFIDAVIT**

Bidder shall declare that the only persons or parties interested in the proposal as principals are those named therein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in the proposal; that the proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that the proposal is in all respects fair and without collusion or fraud. The Non-Collusion Affidavit shall be executed and submitted with the proposal.

**PROPOSAL BID SHEET**

Bidders shall give unit prices for each and all of the items set forth. No aggregate bids will be considered. The bidder shall set forth for each item of work, in clearly legible figures, a unit item price and a total for the item in the respective spaces provided for this purpose. The quantities listed in the Bid sheets are supplied to give an indication of the general scope of work, but the accuracy of figures is not guaranteed and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

No bidder may withdraw his proposal for a period of sixty (60) days after the time set for opening thereof. However, the CITY will return all proposal guarantees within ten (10) days after the award of the contract or rejection of the bids, as the case may be, to the respective bidders whose proposals they accompany.

**DELIVERY OF PROPOSAL**

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the CITY's designated official prior to the bid opening hour stipulated in the "Notice Inviting Sealed Bids." Late proposals will not be considered. Proposals shall be enclosed in a sealed envelope plainly marked on the outside, **"ATTN: CITY OF WESTMORLAND: SEALED BID FOR WESTMORLAND DWR/SCDR GRANT #4600015451 WATER DISTRIBUTION PIPING REPLACEMENT PROJECT BID NO. 2025-01."**

### WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the CITY's designated official prior to the bid opening hour stipulated in the "Notice Inviting Sealed Bids". The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so. Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee.

### IRREGULAR PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineation, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

### TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes, which may be applicable.

### DISQUALIFICATION OF BIDDERS

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified.

This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime contractor.

No contract will be executed unless the bidder is licensed in accordance with the provisions of the State Business and Professions Code.

### INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplates submission of a bid for the proposed contract and is in doubt as to the true meaning of any part of the services to be performed, he may submit to the Engineer of the CITY a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery.

Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and copy of such addendum will be mailed or delivered to each person receiving a set of such documents.

The Engineer will not be responsible for any other explanation or interpretations of the proposed documents.

### ADDENDA OR BULLETINS

All bidders are advised as to the possibility of issuance of addenda affecting the items, scope or quantity of the work required for this project. Each bidder shall be fully responsible for informing himself as to whether or not any such addenda have been issued. The effect of all addenda to the Contract Documents shall be considered in the bid, and said addenda shall be made a part of the contract documents and shall be returned with them. Failure to cover in his bid any such addenda issued may render his bid irregular and may result in its rejection by the CITY.

### LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same are expressly referred to herein or not.

Any Bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Contract Documents, and to full compliance therewith.



## AWARD OF CONTRACT

Following a review of the bids, the CITY shall determine whether to award the contract or to reject all bids. The award of contract, if made, will be to the lowest responsible Bidder as determined solely by the CITY. At the time of contract award, the successful Bidder shall hold a Class A Contractor's License or a combination of Class C license(s), as required to perform the work, issued by the State of California.

Additionally, the CITY reserves the right to reject any or all proposals, to accept any bid or portion thereof, to waive any irregularity, and to take the bids under advisement for the period of time stated in the "Notice Inviting Sealed Bids", all as may be required to provide for the best interests of the CITY. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Bidder to whom the award is contemplated.

No bidder may withdraw his proposal for a period of sixty (60) days after the time set for opening thereof. However, the CITY will return all proposal guarantees within ten (10) days after the award of the contract and execution of the contract documents or rejection of the bids, as the case may be, to the respective bidders whose proposals they accompany.

## LABOR CODE

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California (herein referred to as Labor Code), the CITY has obtained the general provisions rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of workman needed to execute the contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the CITY.

Travel and subsistence payments to each workman needed to execute the work shall be made as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8 of the Labor Code.

The Contractor shall comply with the provisions of Section 1774 of the Labor Code. Failure to comply with the subject section will subject the Contractor to penalty and forfeiture provisions of Section 1775 of the Labor Code.

Pursuant to the provisions of Section 1770 of the Labor Code, the general prevailing rate of wages has been ascertained (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned.

The CITY will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the contract. 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 a claim against the CITY on the contract.

The CONTRACTOR and subcontractors shall comply with Section 1777.6 of the Labor Code which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, of such employee, except as provided in Section 3077 of the Labor Code.

WORKMAN'S COMPENSATION CERTIFICATE

Section 3700 of the Labor Code requires that every employer shall secure the payment of compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations.

In accordance with this section and with Section 1861 of the Labor Code, the contractor shall sign a Compensation Insurance Certificate, which is included with the Contract Agreement, and submit same to City along with the other required contract documents, prior to performing any work. Reimbursement for this requirement shall be considered as included in the various items of work.

CLAYTON ACT AND CARTWRIGHT ACT

Section 4551 of the State Government Code specifies that in executing a public works contract with the CITY to supply goods, services or materials, the Contractor or Subcontractor offers and agrees to assign to the CITY 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 Sec. 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchase of goods, services or materials pursuant to the contract or subcontract. This assignment shall become effective when the CITY tenders final payment to the Contractor without further acknowledgment by the parties.

SUBSTITUTION OF SECURITIES

In conformance with the State of California Public Contract Code Section 22300, the contractor may substitute securities for any funds withheld by the CITY to ensure performance under the contract.

At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the City or with a State or Federally chartered bank as the escrow agent who shall pay such funds to the contractor upon notification by CITY of Contractor's satisfactory completion of the contract.

The type of securities deposited and the method of release shall be approved by the City Attorney's office.

SUBLETTING AND SUBCONTRACTING

Pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Government Code), bidders are required to list in their proposal the name and location of place of business of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement or a subcontractor who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications in excess of 1/2 of 1% of the prime contractor's total bid. Failure to list a subcontractor for a portion of the work means that the prime contractor will do that portion of the work. It is the Agency's intent for the Subletting and Subcontracting Fair Practices Act to apply to all phases of the work.

CITY BUSINESS LICENSE

The Contractor shall obtain a City of Westmorland Business License prior to the City's issuing the Notice to Proceed. The annual fee for the Business License is ninety-six dollars (\$96.00).

# CITY OF WESTMORLAND

## PROPOSAL

FOR

### **WESTMORLAND DWR/SCDR GRANT #4600015451** **WATER DISTRIBUTION PIPING REPLACEMENT PROJECT**

BID NO. 2025-01

TO CITY OF WESTMORAND, as CITY:

In accordance with CITY's "Notice Inviting Sealed Bids", the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Contract Documents, and to perform all work in the manner and time prescribed.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and Contract Documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with the CITY at the unit and/or lump sum prices set forth in the following Proposal Bid Sheet. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the CITY of the Bid Bond accompanying this proposal.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Proposal Bid Sheet are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

BIDDER agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workman's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the BIDDER will comply with such provisions of that code before commencing the performance of this Contract if awarded it.

BIDDER certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any agency, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

BIDDER certifies that affirmative action has been taken to seek out and consider disadvantaged business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been carefully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

DATED: \_\_\_\_\_ , 2025

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

BIDDER'S ADDRESS:

BY: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE #: \_\_\_\_\_

**BIDDER ' S I N F O R M A T I O N**

BIDDER certifies that the following information is true and correct:

Bidder's Name \_\_\_\_\_

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

Telephone \_\_\_\_\_

State Contractor's License No. and Class \_\_\_\_\_

Original Date Issued \_\_\_\_\_ Expiration Date \_\_\_\_\_

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR'S LICENSING STATEMENT**

The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number: \_\_\_\_\_

Name of Individual Contractor (Print or type): \_\_\_\_\_

Signature of Owner: \_\_\_\_\_

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

**Or**

Name of Firm: \_\_\_\_\_

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

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

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

**Or**

Name of Corporation: \_\_\_\_\_

Corporation Address: \_\_\_\_\_

Corporation organized under the laws of the State of \_\_\_\_\_

\_\_\_\_\_  
Signature of President of Corporation

\_\_\_\_\_  
Signature of Secretary of Corporation

**LIST OF SUBCONTRACTORS**

BIDDER proposes to subcontract certain portions of the work, and to procure materials and equipment from suppliers and vendors as follows:

<u>Name Under Which Subcontractor Is Licensed</u>	<u>Specific License of No.</u>	<u>Address Office Mill/Shop</u>	<u>Percent of Total Contract</u>	<u>Description of Subcontract</u>
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**REFERENCES**

The following are the names, addresses, and phone numbers for three public agencies for which BIDDER has performed similar work within the past two years:

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**DESIGNATION OF SURETIES**

The following are the names, addresses, and phone numbers for all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

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# CITY OF WESTMORLAND

## BID BOND

### WESTMORLAND DWR/SCDR GRANT #4600015451 WATER DISTRIBUTION PIPING REPLACEMENT PROJECT

BID NO. 2025-01

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_,  
as BIDDER, and \_\_\_\_\_,  
as SURETY, are held and firmly bound unto the CITY OF WESTMORLAND, as CITY, in the  
penal sum of \_\_\_\_\_  
dollars (\$ \_\_\_\_\_), which is ten percent (10%) of the total amount bid by  
BIDDER to the CITY for the above stated project, for the payment of which sum,  
BIDDER and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about  
to submit a bid to CITY for the above stated project, if said bid is rejected, or if said bid is  
accepted and a contract is awarded and entered into by BIDDER in the manner and time  
specified, then this obligation shall be null and void, otherwise it shall remain in full force  
and effect in favor of AGENCY.

WITNESS our hands this \_\_\_\_ day of \_\_\_\_\_, 2025.

(seal)

\_\_\_\_\_  
CONTRACTOR (CORPORATION) – TYPE

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

By \_\_\_\_\_  
Secretary/Treasurer

*NOTE: SIGNATURE OF CORPORATE OFFICIALS MUST BE NOTARIZED.*

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Notary Public \_\_\_\_\_

(Page 1 of 2)

\_\_\_\_\_  
SURETY'S NAME-TYPE  
\_\_\_\_\_

Mailing Address \_\_\_\_\_

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

Title \_\_\_\_\_

*NOTE: SIGNATURE OF SURETY MUST BE NOTARIZED.*

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Notary Public \_\_\_\_\_

(seal)

**NON-COLLUSION AFFIDAVIT**

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

\_\_\_\_\_ being first duly sworn  
deposes and says that he is \_\_\_\_\_ (sole owner, a partner,  
president, etc.) of \_\_\_\_\_ the party  
making the foregoing bid; that such bid is not made in the interest of or behalf of any  
undisclosed person, partnership, company, association, organization or corporation,  
that such bid is genuine and not collusive or a sham, that said bidder has not directly  
or indirectly induced or solicited any other bidder to put in a sham bid, or that anyone  
shall refrain from bidding, that said bidder has not in any manner, directly or indirectly  
sought by agreements, communication or conference with anyone to fix the bid price  
of said bidder or of any other bidder, or to fix the overhead, profit, or cost element of  
such bid price, or of that of any other bidder, or to secure any advantage against the  
public body awarding the contract or anyone interested in the proposed contract; that  
all statements contained in such bid are true, and further, that said bidder has not,  
directly or indirectly submitted his 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 in connection, organization, bid depository, or to any member or persons as have a  
partnership or other financial interest with said bidder in his general business.

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

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

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Notary Public \_\_\_\_\_

**CITY OF WESTMORLAND**  
**PROPOSAL BID SHEET FOR**  
**WESTMORLAND DWR/SCDR GRANT #4600015451**  
**WATER DISTRIBUTION PIPING REPLACEMENT PROJECT**

BID NO. 2025-01

Item No.	Description	Units	Estimated Quantity	Unit Price	Amount
<b>DEMOLITION</b>					
1.	Remove & Dispose/Recy. Existing AC Pavement and PCC Concrete	L.S.	1	\$	\$
2.	Remove/Dispose Existing Water Valves, abandon and cap Piping as indicated or needed. Maintain water service except for short outages.	L.S.	1	\$	\$
<b>Demolition SUBTOTAL</b>				\$	
<b>CONSTRUCTION</b>					
1.	Install 8-inch RWGV (including fittings, piping, and thrust blocks)	EA	7	\$	\$
2.	Install 6-inch RWGV (including fittings, piping, and thrust blocks)	EA	8	\$	\$
3.	Restore service to existing Fire Hydrants (including piping, fittings, trenching, and trench backfill)	EA	4	\$	\$
4.	Adjust Water Valve Covers to Grade (including risers, covers, and native material or A. C. as indicated/needed)	EA	20	\$	\$
5.	Install blowoff valve	EA	5	\$	\$
6.	Install 8-inch C900 PVC water pipe (complete with fittings, concrete thrust blocks, trenching, and trench backfill) on 7 <sup>th</sup> St. from Center St. to J St. and on N. H St. from 7 <sup>th</sup> St. to 8 <sup>th</sup> St.	LF	2,600	\$	\$
7.	Install 6-inch C900 PVC water pipe (complete with fittings, concrete thrust blocks, trenching, and trench backfill) where shown on plans	LF	220	\$	\$
8.	Restore residential service laterals	EA	20	\$	\$
9.	AC paving/trench repair as shown in trench paving detail in plans	SF	4,600	\$	\$
10.	Traffic control, sweeping/cleaning, and notification of water outage	LS	1	\$	\$
11.	Mobilization/demobilization, replacing pavement markings, install project sign	L.S.	1	\$	\$
12.	Bonds	L.S.	1	\$	\$
<b>Construction Subtotal</b>				\$	
<b>Base Bid Construction and Demolition – TOTAL</b>					

**Additive Bid Item**

A	Install 6-inch C900 PVC water pipe (complete with fittings, concrete thrust blocks, trenching, and trench backfill) [G St. 5 <sup>th</sup> to 6 <sup>th</sup> ]	LF	550	\$	\$
<b>Additive Bid Construction - TOTAL</b>					\$

**NOTE: THE QUANTITIES ILLUSTRATED ARE APPROXIMATE. THE ENGINEER WILL NOT ASSUME RESPONSIBILITY FOR THE QUANTITIES ILLUSTRATED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ESTABLISH THE QUANTITIES.**

TOTAL AMOUNT OF BASE BID (NUMBERS)

---

TOTAL AMOUNT OF BASE BID (WORDS)

---

TOTAL AMOUNT OF BASE BID PLUS ADDITIVE (NUMBERS)

---

TOTAL AMOUNT OF BASE BID PLUS ADDITIVE (WORDS)

---

Note: The estimated quantities listed in the Proposal Bid Sheet(s) are supplied to give an indication of the general scope of the work, but the accuracy of these figures is not guaranteed and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

---

Bidder's Name and Telephone Number

Addenda No(s) received

---

**PROPOSAL**

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all forenamed principals this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Bidder: \_\_\_\_\_

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

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

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

NOTARY PUBLIC \_\_\_\_\_

AGENCY acknowledges this proposal was received and opened at the time and in the place specified, and that it was accompanied by the required guarantee in the amount of ten percent (10%) of the total bid.

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

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

# CITY OF WESTMORLAND

## CONTRACT AGREEMENT

### WESTMORLAND DWR/SCDR GRANT #4600015451 WATER DISTRIBUTION PIPING REPLACEMENT PROJECT

BID NO. 2025-01

THIS CONTRACT AGREEMENT is made and entered into for the above stated project this \_\_\_\_ day of \_\_\_\_\_, 2025, BY AND BETWEEN THE CITY OF Westmorland, as the CITY, and \_\_\_\_\_, as CONTRACTOR.

WITNESSETH that the CITY and CONTRACTOR have mutually agreed as follows:

#### ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications and appendices; together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

#### ARTICLE II

For and in consideration of the payments and agreements to be made and performed by the CITY, the CONTRACTOR agrees to furnish all materials and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents. The contract may be terminated for poor performance. Project records shall be kept for the minimum time required by DWR/SCDR.

#### ARTICLE III

CONTRACTOR agrees to receive and accept the unit labor, equipment rental and material prices set forth in the Proposal as the basis for compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

#### ARTICLE IV

The CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

ARTICLE V

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions.

ARTICLE VI

CONTRACTOR agrees to indemnify and hold harmless the CITY and all of its officers and agents from any claims, demands, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

ARTICLE VII

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.



IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed the day and year first written.

CITY:

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
JUDITH RIVERA, MAYOR  
CITY OF WESTMORLAND

\_\_\_\_\_  
(CORPORATION NAME – TYPE)

BY: \_\_\_\_\_

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

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

BY: \_\_\_\_\_

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

\_\_\_\_\_  
CHRISTINE PISCH, CITY CLERK  
CITY OF WESTMORLAND

*NOTE: SIGNATURES OF CORPORATE OFFICIALS AND SURETY MUST  
BE NOTARIZED.*

Subscribed before me on this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

(SEAL)

My commission expires: \_\_\_\_\_

**CONTRACT PERFORMANCE BOND**

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the CITY OF WESTMORLAND (sometimes referred to hereinafter as "Obligee") has awarded to \_\_\_\_\_ (hereinafter designated as the "Contractor"), an agreement for the work described as follows:

**WESTMORLAND DWR/SCDR GRANT #4600015451**  
**WATER DISTRIBUTION PIPING REPLACEMENT PROJECT**  
**BID NO. 2025-01**

(hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for the said Public Work dated \_\_\_\_\_, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor, as Principal, and a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Westmorland in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount payable by the said Obligee under the terms of the said Contract, for which amount will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the bounden Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and will and truly keep and perform the covenants, conditions and agreements in the said Contract and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill the one year guarantee of all materials and workmanship; and indemnify and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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 or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Contractor and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, each shall pay Obligee's reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

IN WITNESS WHEREOF, we have hereunto set our hands and seals  
this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

PRINCIPAL/CONTRACTOR:

\_\_\_\_\_

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

SURETY:

\_\_\_\_\_

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

Attorney-in-Fact

The rate of premium on this bond is \_\_\_\_\_ per thousand.

The total amount of premium charged: \$ \_\_\_\_\_

(The above must be filled in by corporate surety).

**IMPORTANT:** Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended). **THIS IS A REQUIRED FORM.**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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(Name and Address of agent or representative for service of process in California if different from above)

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(Telephone Number of Surety and agent or representative for service of process in California).

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STATE OF CALIFORNIA    )  
                                          ) ss.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me,  
\_\_\_\_\_, a Notary Public in and  
for said State, personally appeared \_\_\_\_\_,  
known to me to be the person whose name is subscribed to the within instrument as the  
Attorney-in-Fact of the \_\_\_\_\_  
\_\_\_\_\_ (Surety) thereto and his  
own name as Attorney-in Fact.

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

My Commission expires: \_\_\_\_\_

NOTE: A copy of the power of attorney to local representatives of the bonding company  
must be attached hereto.

**PAYMENT BOND**

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the City of Westmorland (sometimes referred to hereinafter as "Obligee") has awarded to(hereinafter designated as the "Contractor"), an agreement dated \_\_\_\_\_, described as follows:

**WESTMORLAND DWR/SCDR GRANT #4600015451**  
**WATER DISTRIBUTION PIPING REPLACEMENT PROJECT**  
**BID NO. 2025-01**

(hereinafter referred to as the "Contract"): and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to Section 3247 of the California Civil Code;

NOW, THEREFORE, We, \_\_\_\_\_,  
the undersigned Contractor, \_\_\_\_\_ as Principal; and \_\_\_\_\_,  
a corporation organized and existing under the laws of the State of \_\_\_\_\_,  
and duly authorized to transact business under the laws of the State of California, as  
Surety, are held and firmly bound unto the City of Westmorland and to any and all  
persons, companies or corporations entitled to file stop notices under Section 3181 of  
the California Civil Code, in the sum of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_).

said sum being not less than one hundred percent (100%) of the total amount payable by  
the said Obligee under the terms of the said Contract, for which payment will and truly to be  
made, we bind ourselves, our heirs, executors and administrators, successors and assigns,  
jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if said Contractor, his or its  
heirs, executors, administrators, successors or assigns, or Sub-contractors, shall fail to  
pay for any materials, provisions or other supplies, implements, machinery or power  
used in, upon for or about the performance of the Public Work contracted to be done, or  
to pay any person for any work or labor of any kind, or for bestowing skills or other  
necessary services thereon, or for amounts due under the Unemployment Insurance  
Code with respect to such work or labor, or for any amounts required to be deducted,  
withheld, and paid over to the Employment Development Department from the wages of  
employees of paid Contractor and his Subcontractors pursuant to Section 13020 of the  
Unemployment Insurance Code with respect to such work and labor as required by the  
provisions of Section 3247 through 3252 of the Civil Code, the Surety or Sureties hereon  
will pay for same in an amount not exceeding the sum specified in this bond, otherwise  
the above obligation shall be void. In addition to the provisions hereinabove, it is agreed  
that this bond will inure to the benefit of any and all persons, companies and  
corporations entitled to serve stop notices under Section 3181 of the Civil Code, so as to  
give a right of action to them or their assigns in any suit brought upon this bond.

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

No final settlement between the Obligee and the Contractor hereunder shall abridge the  
right of any beneficiary hereunder, whose claim may be unsatisfied.

Contractor and Surety agree that if the Obligee is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay Obligee's reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this

\_\_\_\_\_ day of \_\_\_\_\_, 2025.

PRINCIPAL/CONTRACTOR:

\_\_\_\_\_

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

SURETY: \_\_\_\_\_

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

Attorney-in-Fact

**IMPORTANT:** Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended). **THIS IS A REQUIRED FORM.**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of agent or representative for service of process in California if different from above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Telephone Number of Surety and agent or representative for service of process in California).

\_\_\_\_\_

STATE OF CALIFORNIA                    )  
                                                  ) ss.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me,  
\_\_\_\_\_, a Notary Public in and  
for said State, personally appeared \_\_\_\_\_,  
known to me to be the person whose name is subscribed to the within instrument as the  
Attorney-in-Fact of the \_\_\_\_\_  
\_\_\_\_\_ (Surety) thereto and his  
own name as Attorney-in Fact.

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

My Commission expires: \_\_\_\_\_

NOTE: A copy of the power of attorney to local representatives of the bonding company  
must be attached hereto.



**GENERAL LIABILITY ENDORSEMENT**

CITY OF WESTMORLAND  
355 S. Center St.  
Westmorland, CA 92281

**A. POLICY INFORMATION**

Endorsement # \_\_\_\_\_

1. Insurance Company: \_\_\_\_\_

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

2. Policy Term: (From) \_\_\_\_\_ (To) \_\_\_\_\_

Endorsement Effective Date: \_\_\_\_\_

3. Named Insured: \_\_\_\_\_

4. Address of Named Insured: \_\_\_\_\_

\_\_\_\_\_

5. Limit of Liability Any One Occurrence/Aggregate:

\$ \_\_\_\_\_

6. Deductible or Self-Insured Retention (Nil unless otherwise specified):

\$ \_\_\_\_\_

7. Coverage is equivalent to:

Comprehensive General Liability form GL0002 \_\_\_\_\_

\_\_\_\_\_

Commercial General Liability "Occurrence" form CG0001 \_\_\_\_\_

\_\_\_\_\_

8. Bodily Injury and Property Damage Coverage is: \_\_\_\_\_ "occurrence"

Note: The City of Westmorland standard insurance requirements specify "occurrence" coverage. "Claims-made" coverage is not acceptable. If commercial general liability form or equivalent is used, the general aggregate must apply separately to this location/project or the general aggregate must be twice the occurrence limit.

9. Description of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **B. POLICY AMENDMENTS**

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **INSURED**. As respects any work performed on the above-described Project, the City of Westmorland, its elected or appointed officers, officials, employees, consulting engineers, and volunteers are included as insured with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased or used by the Named Insured.
2. **CONTRIBUTION NOT REQUIRED**. As respects: (a) work performed by the Named Insured on the above-described Project for or on behalf of the City of Westmorland; or (b) products sold by the Named Insured to the City of Westmorland for use on the Project; or (c) premises leased by the Named Insured from the City of Westmorland, the insurance afforded by this policy shall be primary insurance as respects the City of Westmorland, its elected or appointed officers, officials, employees, consulting engineers, or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured schedule underlying primary coverage. In either event, any other insurance maintained by the City of Westmorland, its elected or appointed officers, officials, employees, consulting engineers, or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SCOPE OF COVERAGE**. This policy, if primary, affords coverage at least as broad as:
  - (1) Insurance Services Office form number GL 0002 (Ed. 1/73), Comprehensive General Liability Insurance and Insurance Services Office form number GL 0404 Broad Form Comprehensive General Liability endorsement; or
  - (2) Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001; or
  - (3) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding sections (1) and (2).
4. **SEVERABILITY OF INTEREST**. The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS**. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City Westmorland, its elected or appointed officer, officials, employees, consulting engineers or volunteers.
6. **CANCELLATION NOTICE**. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the City of Westmorland. Such notice shall be addressed as shown in the heading of this endorsement.

**C. INCIDENT AND CLAIM REPORTING PROCEDURE**

Incidents and claims are to be reported to the insurer at:

ATTN: \_\_\_\_\_  
(Title) (Department)

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

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City) (State) (Zip Code)

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

**D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, \_\_\_\_\_, warrant that I have authority to bind the  
(print/type name) listed Insurance company and by my  
signature hereon do so bind this company.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE (Original Signature required on  
endorsement furnished to the City of Westmorland)

ORGANIZATION: \_\_\_\_\_

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

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

TELEPHONE: \_\_\_\_\_

**AUTOMOBILE LIABILITY ENDORSEMENT**

CITY OF WESTMORLAND  
355 S. Center St.  
Westmorland, CA 92281

**A. POLICY INFORMATION**

Endorsement # \_\_\_\_\_

1. Insurance Company: \_\_\_\_\_  
Policy Number: \_\_\_\_\_
2. Policy Term: (From) \_\_\_\_\_ (To) \_\_\_\_\_  
Endorsement Effective Date: \_\_\_\_\_
3. Named Insured: \_\_\_\_\_
4. Address of Named Insured: \_\_\_\_\_
5. Limit of Liability Any One Occurrence/Aggregate  
\$ \_\_\_\_\_
6. Deductible or Self-Insured Retention (Nil unless otherwise specified):  
\_\_\_\_\_

**B. POLICY AMENDMENTS**

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **INSURED.** The City of Westmorland, its elected or appointed officers, officials, consulting engineers, employees and volunteers are included as insured with regard to damages and defense of claims arising from: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the City of Westmorland, its elected or appointed officers, officials, employees, consulting engineers or volunteers.
2. **CONTRIBUTION NOT REQUIRED.** As respects work performed by the Named Insured for or on behalf of the City of Westmorland, the insurance afforded by this policy shall:
  - (a) be primary insurance as respects the City of Westmorland, its elected or appointed officers, officials, employees, consulting engineers or volunteers;

or

(b) stand in an unbroken chain of coverage in excess of the Named Insured's primary coverage. In either event, any other insurance maintained by the City of Westmorland, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. SCOPE OF COVERAGE. This policy, if primary, affords coverage to the Named Insured at least as broad as:

(1) Insurance Services Office form number CA 00001 (Ed. 1/78), Code 1 ("any auto") and endorsement CA 0025.

(2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1).

4. SEVERABILITY OF INTEREST. The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.

5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City of Westmorland, its elected or appointed officer, officials, employees, consulting engineers or volunteers.

6. CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the City of Westmorland. Such notice shall be addressed as shown in the heading of this endorsement.

**C. INCIDENT AND CLAIM REPORTING PROCEDURE**

Incidents and claims are to be reported to the insurer at:

ATTN: \_\_\_\_\_  
(Title) (Department)

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

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City) (State) (Zip Code)

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

**D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, \_\_\_\_\_, warrant that I have authority to bind the  
(print/type name) listed Insurance company and by my  
signature hereon do so bind this company.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE (Original Signature required on  
endorsement furnished to the City of Westmorland)

ORGANIZATION: \_\_\_\_\_

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

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

TELEPHONE: \_\_\_\_\_

**WORKER ' S COMPENSATION/EMPLOYERS**

**LIABILITY ENDORSEMENT**

CITY OF WESTMORLAND  
355 S. Center St.  
Westmorland, CA 92281

**A. POLICY INFORMATION                      Endorsement # \_\_\_\_\_**

1. Insurance Company: \_\_\_\_\_

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

2. Effective Date of This Endorsement: \_\_\_\_\_

3. Named Insured: \_\_\_\_\_

4. Employer's Liability Limit (Coverage B) \_\_\_\_\_

**B. POLICY AMENDMENTS**

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. CANCELATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the City of Westmorland. Such notice shall be addressed as shown in the heading of this endorsement.
2. WAIVER OF SUBGROGATION. The Insurance Company agrees to waive all rights of subrogation against the City of Westmorland, its elected or appointed officers, officials, agents and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the City of Westmorland.

**C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, \_\_\_\_\_, warrant that I have authority to bind the  
(print/type name) listed Insurance company and by my  
signature hereon do so bind this company.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE (Original Signature required on  
endorsement furnished to the City of Westmorland)

ORGANIZATION: \_\_\_\_\_

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

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

TELEPHONE: \_\_\_\_\_



# CITY OF WESTMORLAND

## GENERAL SPECIFICATIONS

FOR

**WESTMORLAND DWR/SCDR GRANT #4600015451**  
**WATER DISTRIBUTION PIPING REPLACEMENT PROJECT**  
**BID NO. 2025-01**

### SCOPE OF WORK

The work consists generally of the removal & disposal of existing A.C. pavement as needed for removal of existing valves, abandonment-in-place and capping of piping, placing new water piping, and restoring residential services and existing fire hydrants to service. New water valves and complete piping assemblies with related fittings are to be installed. Trenches and excavated areas are to be backfilled and native material or new A.C. Pavement/Base is to be placed as called for in the plans and specifications around water valve cans. Water valve cans are to be adjusted to finished grade. Existing utilities are to be protected in place. Traffic control and safety measures, as needed, are required, including steel plates to cover trenches in street intersections where needed. Written or verbal notification is to be provided to all who may be affected by water outage and road closures.

### LOCATION OF WORK

All work is to be done within existing City streets' right of way as shown on the plans.

### TIME OF COMPLETION

The Contractor shall complete all work in every detail within sixty (60) calendar days after the date of the Notice to Proceed, exclusive of maintenance periods.

### TRAFFIC REQUIREMENTS

All streets must remain open to public traffic. Temporary street closures may be made with the prior approval of the City Engineer. The use of steel plates may be required where trenches cross street intersections. A traffic control plan that satisfies MUTCD requirements shall be prepared by an engineer licensed to do work in California.

### UTILITY REQUIREMENTS

The Contractor is advised of the existence of the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). USA member utilities will provide the Contractor with the precise locations of their substructures in the construction area when the Contractor gives at least 48 hours notice to the Underground Service Alert by calling 1-800-422-4133. Contractor shall contact USA as specified and shall provide the City with proof of contact with USA upon request.

The Contractor shall notify the following agencies at least 48 hours in advance of excavating around any of their structures. The utility companies listed below can be contacted as indicated.

1. Imperial Irrigation District  
(760) 482-3405
2. Southern California Gas  
(800) 427-2200

3. SBC - Telephone Company  
(760) 337-3358
4. Time Warner (cable TV)  
(760) 352-8835
5. City of Westmorland  
Public Works Department  
Ramiro Barajas  
(760) 790-7422

The Contractor shall exercise extreme care to protect all existing utilities in place whether shown on the plans or not, and shall assume full responsibility for all damage resulting from his operations. The Contractor shall coordinate with each utility company as to the requirements and methods for protection of their facilities during the construction period, and shall be responsible for preparation and processing of any required plans or permits. The Contractor shall assume full responsibility to maintain uninterrupted service for all utilities, including temporary service connections. Payment for protection in place shall be deemed as included in the items of work as shown on the proposal bid sheet and no additional compensation will be allowed.

#### FLOW AND ACCEPTANCE OF WATER

It is anticipated that storm, surface or other waters may be encountered at various times and locations during the work herein contemplated. The Contractor, by submitting a bid, acknowledges that he has investigated the risk arising from such waters and has prepared his bid accordingly, and Contractor, by submitting a bid, assumes all of said risk.

The Contractor shall conduct his operations in such a manner that storm or other waters may proceed uninterrupted along their existing street or drainage courses. Diversion of water for short reaches to protect construction in progress will be permitted if public and/or private properties, in the opinion of the Engineer, are not subject to the probability of damage. The Contractor shall obtain written permission from the applicable public agency or property owner before any diversion of water outside of street right of way will be permitted.

#### REMOVAL OF WATER

The Contractor shall provide and maintain at all times during construction ample means and devices to promptly remove and properly dispose of all water entering the excavations or other parts of the work. Dewatering for pipelines shall commence when ground water is first encountered, and shall be continuous until such time as the excavated area or trenches are properly backfilled. Dewatering shall be accomplished by well points or some other method which will insure a preservation of final lines and grade of the bottoms of excavation, all subject to the approval of the Engineer.

Disposal of water from dewatering operations shall be the sole responsibility of the Contractor. Disposal methods shall conform to the Porter-Cologne Water Quality Control Act, 1974, the Federal Water Pollution Control Act Amendments of 1972, and the California Administrative Code, Title 23, Chapter 3.

Full compensation of dewatering shall be considered as included in the contract prices paid for the related items of work, and no additional compensation will be allowed therefor.

### TRENCH EXCAVATION AND SHORING

For any contract for public works for excavation of any trench or trenches five (5) feet or more in depth, the Agency shall require submission by the Contractor and acceptance by the awarding body or by a Registered Civil or Structural Engineer to whom authority to accept has been delegated, in advance of excavation, 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. This 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 safety standards set forth by the State of California Safety Requirements.

Nothing in this Section shall be construed to impose tort liability on the awarding body or any of its employees.

### STANDARD SPECIFICATIONS

The Standard Specifications of the Agency are contained in the most current edition of the STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California.

Copies of these Standard Specifications are available from the publisher:

Building News, Incorporated  
P.O. Box 3031 Terminal Annex  
Los Angeles, California 90051  
(213) 202-7775

The Standard Specifications set forth above will control the general provisions for this contract except as amended by the Plans, Special Provisions, or other contract documents.

The section numbers of the following Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring amendment or elaboration, or specifying options, are called out.

In case of conflict between the Standard Specifications and the Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

References in the Special Provisions to "CALTRANS Standard Specifications" shall mean the Standard Specifications (current) of the State of California, Department of Transportation. Copies of these specifications and standard drawings may be obtained from:

*State of California  
Department of Transportation  
Central Publication Distribution Unit  
6002 Folsom Boulevard  
Sacramento, California 95819*

References in the Special Provisions to Standard Plans shall mean the Standard Plans of the City of Westmorland or other governing agency as specified.

Where the Plans or Specifications describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed complete and in place and that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment and incidentals, and do all the work involved in executing the contract.

## **WAGE RATES AND LABOR CODE REQUIREMENTS**

### **Wage Rates**

The Contractor and all Subcontractors shall be required to adhere to the State general prevailing rate of per diem wages as determined and published by the State Director of the Department of Industrial Relations, pursuant to Sections 1770, 1773, and 1773.2 of the California Labor Code. Copies of these rates and the latest revisions thereto are on file in the Offices of the Agency and are available for review upon request. The State Wage Rates are available on the internet web site of Department of Industrial Relations [www.ca.dir.gov](http://www.ca.dir.gov).

Attention is directed to the provisions of Sections 1774, 1775, 1776, 1777.5, and 1777.6 of the State Labor Code. Sections 1774 and 1775 require the Contractor and all subcontractors to pay not less than the state prevailing wage rates to all workmen employed in the execution of the contract and specify forfeitures and penalties for failure to do so. The minimum state wage rates to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all Subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures, and certain notices required of the Contractor pertaining to their location.

### **Apprentices**

Section 1777.5 requires the Contractor or Subcontractor employing tradesmen in any apprentice able occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the contract.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprentice able trade and if other Contractors on the public works site are making such contributions.

Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.

### **Clayton Act and Cartwright Act**

Section 4551 of the State Government Code specifies that in executing a public works contract with the Agency to supply goods, services or materials, the Contractor or Subcontractors offers and agrees to assign to the Agency 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 Sec. 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchase of goods, services or materials pursuant to the contract or subcontract. This assignment shall become effective when the Agency tenders final payment to the contractor without further acknowledgment by the parties.

# CITY OF WESTMORLAND

## SPECIAL PROVISIONS

**WESTMORLAND DWR/SCDR GRANT #4600015451**  
**WATER DISTRIBUTION PIPING REPLACEMENT PROJECT**  
**BID NO. 2025-01**

MODIFICATIONS TO: STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

### **PART I - GENERAL PROVISIONS**

#### **SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS**

1-2 **DEFINITIONS.**

City	- City of Westmorland
Board	- City Council
Caltrans	- California Department of Transportation
County	- County of Imperial
Engineer	- City Engineer
DWR/SCDR	- Div. of Wat. Rsrcs./Small Comm. Drgt. Relief
State	- State of California

#### **SECTION 2 - SCOPE AND CONTROL OF THE WORK**

2-1 **AWARD AND EXECUTION OF CONTRACT.**

*Is amended as follows:*

Within ten (10) working days after the date of the Notice of Award, the Contractor shall execute and return the following contract documents to the Agency:

- ~ Contract Agreement
- ~ Faithful Performance Bond
- ~ Payment Bond
- ~ General Liability Endorsement
- ~ Automobile Liability Endorsement
- ~ Worker's Compensation/Employers Liability Endorsement

Failure to comply with the above may result in annulment of the award and forfeiture of the Proposal Guarantee.

The Contract Agreement shall not be considered binding upon the City until executed by the authorized City officials.

A corporation to which an award is made may be required, before the Contract Agreement is executed by the City, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

2-2 SUBCONTRACTS

*the second paragraph is amended as follows:*

The Contractor may perform a portion of the work with its own organization, or may perform 100 percent of the work through subcontractors. The Contractor shall keep the work under its control. If more than 50 percent of the work is to be performed by subcontractors, the Contractor shall provide three references for similar work performed by each subcontractor within the past two years.

2-4 CONTRACT BONDS.

*add the following:*

Both the Faithful Performance Bond and the Payment Bond shall each be for not less than one hundred percent (100%) of the total contract amount. The Payment Bond shall remain in force until thirty-five (35) days after the date of recordation of the Notice of Completion. The Faithful Performance Bond will not be released until one year after said date.

2-5 PLANS AND SPECIFICATIONS.

2-5.1 General.

*the first paragraph is amended as follows:*

The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the record conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

2-9 SURVEYING

2-9.3 Survey Service.

*Is amended as follows:*

The Contractor shall obtain and pay for the services of a surveyor as needed to perform the work.

**SECTION 3 - CHANGES IN WORK**

3-2 CHANGES INITIATED BY THE AGENCY

3-2.1 General.

*add the following:*

The term "Contract Price" as specified herein shall serve to mean the total dollar value of the Contractor's original bid for all of the various items of work combined and shall not be construed to mean the subtotal shown for any singular item of work.

3-3 EXTRA WORK

3-3.2 Payment

3-3.2.3 Markup.

*add the following as the first paragraph:*

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers, and other personnel not working directly on the change order and pickups or yard trucks used by the above personnel. These costs shall not be reported as labor or equipment elsewhere when actually performing work directly on the change order and then shall be reported at the labor classification of the work performed.

**SECTION 4 - CONTROL OF MATERIALS**

4-1 MATERIALS AND WORKMANSHIP

4-1.4 Test of Materials.

add the following:

TESTING AND LABORATORY SERVICES

All tests which require the services of a laboratory to determine compliance with the Contract Documents shall be performed by an independent commercial testing laboratory acceptable to the Engineer.

TESTING AND LABORATORY SERVICES FURNISHED BY CONTRACTOR

Contractor shall be responsible for all testing laboratory services in connection with tests for proof of compliance for embedment, aggregate, base, backfill, AC paving, PC concrete and all other tests and engineering data required for Engineer's review of materials and equipment proposed to be used in the Work. Contractor shall obtain Engineer's acceptance of the testing laboratory before having services performed, and shall pay all costs for services.

The Contractor shall pay all charges of testing laboratories for quality control tests made in the field or laboratory on concrete, asphalt mixtures, moisture-density (Proctor and relative density tests on embedment, fill, and backfill materials, in-place field density tests on embedments and fills), and other materials and equipment, during and after their incorporation in the Work, and pressure/chlorination/bacteria testing of the water lines. Field sampling and testing will be performed in the general manner indicated in the specifications, with minimum interference with construction operations.

Engineer shall determine the exact time and location of field sampling and testing, and may require such additional sampling and testing as necessary to determine that materials and equipment conform with data previously furnished by Contractor and with the Contract Documents.

Samples and test specimens will be delivered to the testing laboratory by testing laboratory personnel. The testing laboratory shall perform all laboratory tests within a reasonable time.

Contractor shall furnish all sample materials and cooperate in the sampling and field testing activities, interrupting the Work when necessary. When sampling or testing activities are performed in the field by Engineer, Contractor shall furnish personnel and facilities to assist in the activities as required.

The City shall not require Contractor to employ any testing laboratory against which Contractor has reasonable objection, and if at any time during the construction process the services become unacceptable to Contractor, Contractor may request in writing that such services be terminated.

The request must be supported with evidence of improper testing. If the Engineer determines that sufficient cause exists, the Engineer shall allow the Contractor to terminate the services and engage a different testing laboratory.

Waterline pressure, chlorination, and bacteriological testing shall comply with AWWA and SWRCB requirements.

#### **TESTING LABORATORY SERVICES FURNISHED BY THE CITY**

The City shall furnish no testing laboratory services. All testing costs shall be paid by the Contractor.

#### **TRANSMITTAL OF TEST REPORTS**

Written reports of tests and engineering data furnished by Contractor for Engineer's review of materials and equipment proposed to be used in the Work shall be submitted as specified for Shop Drawings.

The testing laboratory will furnish three copies of a written report of each test performed by laboratory personnel. Two copies of each test report will be transmitted to the engineer and one copy to the Contractor within three working days after each test is completed.

### **SECTION 5 - UTILITIES**

*add the following paragraphs:*

The Contractor shall notify the utilities designated in the General Specifications at least 48 hours in advance of excavating around any of their structures.

The Contractor shall coordinate all "turn-offs" of water valves/services with City Water Department personnel to limit inconvenience to water users. All residences and businesses are to provided written or verbal notification when water outage is to occur.



In order to limit or reduce the inconvenience of water outage, some portions of the work may be done at night upon approval of the City water department and officials.

## **SECTION 6 - PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK**

### 6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.

*is amended as follows:*

The Contractor's proposed Construction Schedule shall be submitted to the Engineer within ten (10) working days after the date of the Notice of Award of Contract. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered.

Prior to issuing the Notice to Proceed, the Engineer will schedule a pre-construction meeting with the Contractor to review the proposed Construction Schedule and delivery dates, arrange the utility coordination, discuss construction methods, and clarify inspection procedures.

The Contractor shall submit periodic Progress Reports to the Engineer by the tenth day of each month. The report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

### 6-7 TIME OF COMPLETION.

#### 6-7.1 General.

*add the following:*

The time for completion shall be sixty (60) calendar days as set forth in the General Specifications.

#### 6-7.2 Working Day.

*is amended as follows:*

The Contractor's activities shall be confined to the hours between 6:00 AM and 6:00 PM, Monday through Friday, excluding holidays. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property.

In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor.

### 6-9 LIQUIDATED DAMAGES.

*the last sentence is amended as follows:*

For each consecutive calendar day in excess of the time specified, as adjusted in accordance with Subsection 6-6, for completion of the work the Contractor shall pay to the Agency, or have withheld from monies due it, the sum of \$500.00 per day.

**SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR**

7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES.

*add the following:*

A noise level limit of 86 dbA at a distance of fifty feet (50') shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except when required for the protection of personnel.

7-2 LABOR.

7-2.2 Laws.

*add the following:*

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all Agency, State, and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments.

The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers.

7-3 LIABILITY INSURANCE.

*the entire Subsection is amended as follows:*

7-3.1 Indemnification. The Contractor shall indemnify and save harmless the CITY OF WESTMORLAND from all claims or suits for damages arising from his prosecution of the contract work, as more fully described in Subsection 7-3.2 "Contractor's Liability".

The Contractor shall maintain during the life of the contract a protective liability policy. The policy shall provide for not less than the following amounts;

Bodily Injury	\$ 500,000	each person
	\$1,000,000	each accident
	\$1,000,000	aggregate products and completed operations
Property Damage	\$ 250,000	each accident

All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the Agency shall be notified by registered mail, return receipt requested, giving a sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than 30 days before expiration or cancellation is effective.

The following statement shall be included on the insurance certificate:

*"Additional Insured: The insurer agrees that the City and its City Council, and/or all City Council appointed groups, committees, boards and any other City Council appointed body, and/or elective and appointive officers, servants or employees of the City when acting as such are additional insured hereunder, for the acts of the insured, and such insurance shall be primary to any insurance of the City."*

The Contractor agrees to protect, defend and indemnify the CITY OF WESTMORLAND against loss, damage or expense by reason of any suit, claims, demands, judgments and causes of action caused by the Contractor, his employees, agents or any subcontractor or by any third party arising out of or in consequence of the performance of all or any operations covered by the Certificate of Insurance. The Contractor, at his option, may include such coverage under his Public Liability coverage.

7-3.2 Contractor's Liability.

The CITY OF WESTMORLAND, its City Council, or the Engineer shall not be answerable or accountable in any manner, for any loss or damage that may happen to the work or any part thereof; or for any of the materials or other things used or employed in performing the work; or for injury to any person or persons, either workmen or the public; or for damage to adjoining property from any cause which might have been prevented by the Contractor, or his workmen, or any one employed by him; against all of which injuries or damages to persons and property the Contractor having control over such work must properly guard. The Contractor shall be responsible for any damage to any person or property resulting from defects or obstructions at any time before its completion and final acceptance, and shall indemnify and save harmless the CITY OF WESTMORLAND, its City Council, and the Engineer from all suits or actions of every name and description, brought for, or on account of, any injuries or damages received or sustained by any person or persons, or by the Contractor, his servants or agents, in the construction of the work or by or in consequence of any negligence in guarding the same, in improper materials used in its construction, or by or on account of any act or omission of the Contractor or his agents, and so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the City may be retained by the City until disposition has been made of such suits or claims for damages aforesaid.

If, in the opinion of the Engineer, the precautions taken by the Contractor are not safe or adequate at any time during the life of the Contract, he may order the Contractor to take further precautions, and if the Contractor shall fail to do so, the Engineer may order the work done by others and charge the Contractor for the cost thereof, such cost to be deducted from any moneys due or becoming due the Contractor. Failure of the Engineer to order such additional precautions, however, shall not relieve the Contractor from his full responsibility for public safety.

7-5 PERMITS.

*the first sentence is amended as follows:*

Prior to the start of any work, the Contractor shall take out the applicable Agency permits and make arrangements for Agency inspections. The Contractor and all subcontractors shall each obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or public utility. Payment for this work shall be included in the bid items of work and no additional compensation will be allowed. The City of Westmorland will waive the usual encroachment permit fees.

7-10 PUBLIC CONVENIENCE AND SAFETY.

7-10.1 Traffic and Access.

*add the following:*

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The Contractor shall notify all affected property owners of the proposed schedule a minimum of 24 hours, but not more than 48 hours, in advance of any water outage affecting their property. Form of said notice shall be as approved by the Engineer and shall contain the date and time of the outage. In the event of delay, whether beyond the control of the Contractor or not, the Contractor shall notify all affected property owners as to the extent of the delay and his revised schedule. In the event of delay over 72 hours, the Contractor shall re-notify the property owners as described above. Payment for notification and coordination as per Section 7-10 as modified herein shall be included in the compensation paid for the various items of work and no additional compensation will be allowed.

7-10.2 Storage of Equipment and Materials in Public Streets.

*add the following:*

The Contractor shall assume full responsibility for any damage caused by stockpiling and shall repair same at his expense. The Contractor shall also be responsible for providing traffic control as required to protect the public from hazards caused by stockpiling within the right of way. Payment for the above, if any, will be deemed as included in the items of work and no additional compensation will be allowed.

The Contractor may, at his own expense, maintain and operate a work and storage area outside of the public right-of-way.

In such case the Contractor shall submit to Agency written authorization from the owners of the subject property prior to occupation. Occupation of site without written authorization shall be grounds for immediate suspension of work.

Location of site to be approved by Agency. Condition and operation of yard shall conform to these specifications. The Contractor shall assume full responsibility for all damage to the site resulting from his operations and

shall repair and/or replace same, at his own expense, to the satisfaction of the owner of the subject property. The Contractor shall vacate site and return it to pre-project condition within five (5) working days following application for Notice of Completion. The Contractor shall obtain a written release from the property owner accepting the condition of the vacated site and releasing the Contractor from any further clean-up or restoration work and shall submit a copy of such release to Agency. The Notice of Completion will not be issued until said release is submitted.

7-10.3 Street Closures, Detours, and Barricades.

*add the following:*

The Contractor shall maintain the minimum traffic requirements designated in the General Specifications. It shall be the Contractor's responsibility to furnish a detailed detour signing and barricade plan for Agency approval.

The Contractor shall be responsible for providing temporary access to all streets at the end of each workday.

Trenches within street intersections shall be backfilled or covered with steel plates to provide safe vehicular access and movement. Trenching across Center Street shall be covered with steel plates.

The Contractor shall provide and maintain all other signs, barricades, pedestals, flashers, delineators and other necessary facilities for the protection of the public within the limits of the construction area. He shall also post proper signs to notify the public regarding detours, all in accordance with the provisions of the Vehicle Code and the current State of California Department of Transportation Manual of Warning Signs, Lights and Devices for Use in Performance of Work Upon Highways.

The Contractor shall furnish competent flagmen as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Flagmen, while on duty and assigned to give warnings to the public of construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment in accordance with the current "Instructions to Flagmen," of the Department of Transportation. The equipment shall be furnished and kept clean and in good repair by the Contractor, at his expense.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures as provided, the Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor at his expense. Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish any pay for these devices.

The Contractor shall distribute notices to all affected residents and businesses at the stated minimum time prior to the start of work:

1. Road Closure - 24Hours
2. Excavation and miscellaneous water-related repairs – 24 hours

The Contractor shall notify the following entities at least forty-eight (48) hours in advance of any street closure or restriction to access:

1. City Engineer at 344-3411
2. Fire Department at 344-3411
3. Westmorland Police Dept. at 344-2111

Full compensation for conforming to this article shall be considered as included in the various items of work involved, and no additional compensation will be allowed therefor.

#### 7-10.4 Safety.

##### 7-10.4.1 Safety Orders.

*add the following:*

#### CONSTRUCTION SAFETY ORDERS

The Construction Safety orders of the State of California, Department of Industrial Relations, effective November 15, 1975, and as amended, shall be applicable to the work in this contract. The Contractor's special attention is directed to:

*\*\*Article 6\*\**

Excavations, Trenches and Earthwork

*\*\*Article 11\*\**

Traffic Control, Flagmen, Barriers and Warning signs; and

*\*\*Article 28 \*\**

Miscellaneous Construction Equipment: Prior to the start of work, the Contractor will be required to obtain a permit from the Office of the Division of Occupational Safety and Health. The office serving the Imperial area is at 7807 Convoy court, Suite 140, San Diego, California 92111, Telephone Number; (619) 637-5534.

The Contractor shall provide the City Engineer's office with a copy of the permit prior to the start of excavation, and the permit shall be maintained on the job site at any timework requiring trenching or shoring operations exist.

Where excavation of any trench 5 feet or more in depth is required, the Contractor shall submit to the City Engineer for approval, in writing, two weeks in advance of excavations, a detailed plan showing the design of shoring bracing, sloping, protection of existing utilities, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench. If such plan varies from shoring system standards established by the Construction Safety Order. The plan shall be prepared by a Registered Civil or Structural Engineer.

Copies of said regulations are available from the documents Section, P.O. box 20191, Sacramento, California 95820. The cost of furnishing labor, tools, equipment, services and items required thereby shall be borne by the Contractor as part of this contract work and he shall not be entitled to additional compensation for compliance with said regulations.

7-15 PAYROLL RECORDS.

*add the following paragraph:*

Payroll records shall be submitted to the Agency and DLR by the tenth day of each month.

Progress payments will be withheld pending receipt of any outstanding reports.

**SECTION 9 - MEASUREMENT AND PAYMENT**

9-3 PAYMENT.

9-3.2 Partial and Final Payment.

*the last paragraph is amended as follows:*

The closure date for periodic progress payments will be five (5) working days prior to the first Monday of each month.

The final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions.

The full five percent (5%) retention will be deducted from all payments. The final retention will be authorized for payment thirty-five (35) days after the date of recordation of the Notice of Completion.

In conformance with the Public Contracts Code, Section 22300, the Contractor may substitute securities for any monies withheld by the Agency to secure performance under the contract.

At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Agency or with a State or Federally chartered bank as the escrow agent who shall pay such monies to the Contractor upon notification by Agency of Contractor's satisfactory completion of the contract. Actual pay quantity measurements will be done at the end of each working day and agreed upon by both the Contractor and the Engineer's representative.

The type of securities deposited and the method of release shall be approved by the City Attorney's office.

9-3.3 Delivered Materials.

*is amended as follows:*

Materials and equipment delivered but not incorporated into the work will not be included in the estimate for progress payment, subject to the discretion of the City Engineer.

9-3.4 Dewatering.

*is amended as follows:*

The Contractor may encounter groundwater or water from other sources during excavation. The Contractor shall provide and maintain at all times during construction, ample means and devices with which to promptly remove and properly dispose of all water from any source entering the excavations or other parts of the work. Dewatering shall be accomplished by methods, which will ensure a dry excavation and preservation of the final lines and grades of the bottoms of excavations.

Dewatering shall commence when groundwater is first encountered, and shall be continuous until such times as water can be allowed to rise in accordance with the provisions of this section or other requirements.

Disposal of watering from dewatering operations shall be the sole responsibility of the Contractor. Disposal methods shall conform to the Porter-Cologne Water quality control Act, 1974, the Federal Water Pollution Control Act Amendment of 1972; and the California Administrative code, Title 23, Chapter 3.

The Contractor shall dispose of the water from the work in a suitable manner without damage to adjacent property. Conveyance of the water shall be such as to not interfere with traffic flow or other construction. No water shall be drained into work built or under construction without prior consent of the City Engineer.

9-3.5 Mobilization, traffic control, and bonds.

*is amended as follows:*

Mobilization shall consist of preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for the work on this project; and for all work and operations which must be performed or cost incurred prior to beginning work on the various contract items on the project site.

The compensation paid for mobilization shall be full compensation for all costs incurred by the Contractor for doing all the work involved in mobilization as specified herein. Payment for mobilization, traffic control, and bonds will be included in the other items of work except if listed as separate items in the **BID PROPOSAL**.



## **PART II – CONSTRUCTION MATERIALS**

As provided in parts 2 & 4 of the standard specifications, except as otherwise provided below or in part 3:

### **SECTION 200 – ROCK MATERIALS**

200-2 UNTREATED BASE MATERIAL. In lieu of crushed aggregate base, per section the contractor may use, at his option, crushed miscellaneous base per section 200-2.4 or processed miscellaneous base per section 200-2.5. The contractor shall notify the Engineer of his intentions prior to the start of work.

### **SECTION 201 – CONCRETE, MORTAR, & RELATED MATERIALS**

201-1 PORTLAND CEMENT CONCRETE.

201-1.2 Materials

201-1.2.1 Portland Cement. All cement to be used or furnished shall be Type II low alkali Portland cement conforming to ASTM C 150, or Type IP (MS) Portland-pozzolan cement conforming to ASTM C 595, and 6.5 sack 4,500 psi, unless otherwise specified. Either cement shall conform to the low alkali requirements of Table IA of ASTM C 150. Type IP (MS) cement shall contain no more than 20 percent pozzolan, which shall be inter-ground with clinker.

### **SECTION 203 – BITUMINOUS MATERIALS**

203-6 ASPHALT CONCRETE PAVEMENT. Asphalt Concrete shall be the product of mixing mineral aggregate, conforming to 203-7.2.2, with paving asphalt, conforming to 203-1 at a central mixing plant.

Asphalt concrete will be ½" HMA Type A conforming to Caltrans specs.

### **SECTION 207 – PIPE**

207-9 IRON PIPE AND FITTINGS. This specifies ductile iron pipe for water and other liquids.

207-9.2 Ductile Iron Pipe for Water and Other Liquids.

207-9.2.3 Fittings. All ductile iron rubber gasket, push-on, mechanical, and flanged joint fittings for iron pipe shall be manufactured in accordance with AWWA C 110.

## **PART III - CONSTRUCTION METHODS**

All as provided in part 3 of the Standard Specifications, except as otherwise provided below:

### **SECTION 300 – EARTHWORK**

#### 300-1 CLEARING AND GRUBBING.

300-1.3 Removal/recycle & Disposal of Materials. Clearing and grubbing shall be performed wherever construction is to be performed or as shown on the plans. Clearing and grubbing includes, but is not limited to, abandonment of conduits and structures, demolition of structures as required and removal of PCC curb and gutter, AC pavement and miscellaneous structures.

Water and fire hydrant valve risers and covers shall be adjusted to finished grade with concrete collars as shown on the plans.

300-1.5 Street Sweeping. All streets shall be swept clean during construction and prior to project completion.

### **SECTION 301 – TREATED SOIL, SUBGRADE PREPARATION & PLACEMENT OF BASE MATERIALS**

301-1 SUB-GRADE PREPARATION. The preparation of natural, filled, or excavated material prior to the placement of base material, pavement, concrete rings/collars, or other roadway structures.

301-1.6 Adjusting of Water Valve Riser and Cover Sets to Grade. Water valve risers and covers will be set to finished grade. Covers in asphalt concrete pavement shall be set to finish grade in accordance with provisions of 302-5.8

301-1.7 Payment. Payment for preparing sub-grade will be considered as included in the item of work for which the sub-grade is prepared.

Payment for adjusting valve risers and covers will be made at the Contract Unit Price for each cover adjusted.

301-2 UNTREATED BASE. Untreated base shall be material as described in 200-2.

301-2.4 Measurement and Payment. Payment for the base material will be included in the item of work for which the base furnished and no further compensation is to be made.

### **SECTION 302 - ROADWAY SURFACING**

302-5 ASPHALT CONCRETE PAYMENT.

302-5.9 Measurement and Payment. Payment for Asphalt Concrete Pavement shall be based on the final quantities to be paid at the unit price as listed in the bid proposal. No other payment shall be made.

Asphalt concrete aggregate shall conform with Section 200-1-2-1 for C1-AR-4000 maximum aggregate size of Standard Specifications.

**SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION**

303-5 CONCRETE COLLARS and THRUST BLOCKS. Concrete collars and thrust blocks are all to be constructed of Portland cement concrete of the class and other requirements prescribed in 201-1.

303-5.9 Measurement and Payment. Payment and measurement is to be included in the unit price for valve cover adjustment shown on the Bid Sheet. Compensation for excavation, grading, and backfilling is to be included in the unit prices for the items of work and no further compensation is to be made.

**MISCELLANEOUS SPECIFICATIONS**

A. WATER AND FIRE HYDRANT VALVE RISERS AND COVERS

1. General Requirements: Water and fire hydrant valve risers and covers shall be made of ductile iron conforming to ASTM A 536, Class 400, or cast iron conforming to ASTM A 48, Class 30. Casting shall be smooth, clean, and free from blisters, blowholes, and shrinkage. Cans and covers shall be of the traffic type, designed for H-20 loading.
2. Cover inscription: Covers shall have the word "WATER" cast thereon. No other lettering on the top side shall be permitted.
3. Manufacturers: Valve covers shall be manufactured by Neenah Foundry, Long Beach iron Works, Alhambra Foundry, South Bay Foundry, Pon-A-Mousson, or approved equal.

B. CRUSHED ROCK

Aggregate base or crusher fines shall be used for the pipe and valve bedding.

C. EXCAVATION BACKFILLING AND COMPACTING After the required excavation has been completed, the Engineer shall inspect the exposed trench sub-grade to determine the need for any additional excavation.

Over-excavation shall include the removal of all such unacceptable material that exists directly beneath the pipe or valve and to the depth required, per the direction of the Engineer. The presence of unacceptable material may require a wider excavation. The over-excavated portion shall be backfilled to the pipe base with crusher fines for foundation stabilization. Foundation stabilization material shall be placed over the full width of the excavation and compacted in layers not exceeding 8 inches in depth, to the required grade.

#### D. Pavement Replacement:

Replacement of bituminous pavement shall be in accordance with the requirements of Section 203-6 of these Special Provisions, herein.

#### PIPELAYING

Pipe will be carefully inspected in the field before and after laying. If any cause for rejection is discovered in a pipe after it has been laid, it shall be subject to rejection. Pipe shall be laid upgrade with the socket ends of the pipe upgrade unless otherwise authorized by the Engineer. Pipe shall be laid true to line and grade, with uniform bearing under the full length of the barrel of the pipe. Suitable excavation shall be made to receive the bell or collar, which shall not bear upon the sub-grade or bedding. Any pipe which is not in true alignment or shows any undue settlement after laying shall be taken up and re-laid at the Contractor's expense.

#### TRENCHING AND BACKFILL

Trenching and backfill of the water pipe shall be performed in conformance with the City of Westmorland Water Trench Detail. The pipe bedding shall be no less than screened, pit run granular material free of vegetable matter and debris, 100% passing the 1-inch mesh sieve and having a sand equivalent no less than 40. The sand bedding shall be compacted to a density of no less than 95% of maximum and may be water settled only if provisions are made for removal of excess water without damage to pipe sub-grade or alignment. The native backfill material taken from trench excavations shall be approved by the City Engineer. The native material shall be finely pulverized earth, processed and compacted to a density of no less than 90% of maximum. Moisture content in earth backfill at completion of work shall not exceed optimum plus eight percent (8%). After the required excavation has been completed, the Engineer shall inspect the exposed trench sub-grade to determine the need for any additional excavation. It is the intent that additional excavation shall be conducted in all areas within the influence of the pipeline where unacceptable materials exist at the exposed sub-grade.

Over-excavation shall include the removal of all such unacceptable material that exists directly beneath the pipe and to the depth required, per the direction of the Engineer. The presence of unacceptable material may require a wider excavation. The over-excavated portion shall be backfilled to the sub- grade of the pipe base with 3/4-inch crushed rock for foundation stabilization. Foundation stabilization material shall be placed over the full width of the excavation and compacted in layers not exceeding 8 inches in depth, to the required grade.

#### TESTING FOR COMPACTION

Testing for compaction of all pipe bedding, trench backfill shall be tested to insure correct compaction. The density of soil shall be determined in place by the sand cone method, ASTM D-3017. The laboratory moisture-density relationships of soils shall be determined per ASTM D- 1557. Pipe bedding and backfill materials shall be sampled per ASTM D- 75. Compaction shall be deemed to comply with the specifications when none of the tests falls below the specified compaction. When tests are required, the Contractor shall notify the City 48 hours in advance of when backfill lifts are ready for testing, and shall pay the costs of testing and any retesting of work not conforming to the specifications. Unless noted otherwise, compaction tests will be performed at random depths and at 100-foot intervals, or as directed by the Engineer. Copies of all test results shall be furnished to the Engineer, the City and the Contractor.

## TRAFFIC CONTROL

All traffic control for the project shall be in accordance with Item, item 4, and item 14 of these Special Provisions herein, and the State of California Manual of Traffic controls, latest edition. The traffic control plan shall be prepared and stamped by a registered engineer authorized to perform work in the State of California.

## RECYCLING

The project will be subject to the City's Recycling Ordinance and requirements in order to comply with State law regarding recycling of construction and demolition material.

## SUBMITTALS

The Contractor shall submit three (3) copies of the following shop drawings to the Engineer for review and approval at least five (5) days before drawings will be required for ordering materials and commencing the work. Each shop drawing and sample submission shall bear a stamp or specific written indication that the Contractor has satisfied the Contractor's review and approval of that submission. The Contractor shall provide specific written notice of any variations that the shop drawings may have from the requirements of the Contract Documents. Within 8 calendar days of receipt of shop drawings, the Engineer will return two (2) copies of each drawing to the Contractor with his comments thereon. If so indicated, the Contractor shall make corrections required by the Engineer and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. The Engineer's review and approval of Shop Drawings or samples shall not relieve the Contractor from responsibility for any variation from the requirements of the Contract Documents. Shop drawings shall be submitted but not limited to the following items:

- A. The Contractor shall submit shoring plans for review to the City Engineer if required. Shoring plans must be prepared and approved by a registered Civil or Structural Engineer.
- B. The Contractor shall submit manufacturer's specifications and information regarding (but not limited to) the following items:
  1. PVC Water Pipe
  2. Couplings and Fittings
  3. Valves
  4. Valve risers
  5. Traffic Control Plan prepared by a California-licensed engineer
  6. Shoring Calculations
  7. AC Paving Material
  8. Aggregate Base Material
  9. Portland Cement Concrete

## ACCESS TO PRIVATE PROPERTY

The contractor shall provide for ingress and egress for private property adjacent to the work throughout the period of construction.

### RESTROOM FACILITIES

Portable restroom facilities for men and women shall be provided at the job site as needed and shall be cleaned on a weekly basis.

### EXAMINATION OF SITE

It is the responsibility of the contractor and subcontractors to examine the project prior to opening of proposals. Contractor shall become familiar as to the conditions under which the work is to be performed. It is expected that questions relevant to the work to be performed at the project will be presented to the design engineer prior to the bid opening. If conflicts exist between the job site conditions and the plans and specifications, no allowance will be provided to the contractor and subcontractors for neglecting to properly examine the project site.

### CLEAN-UP OF EXISTING STREETS

Any dirt, dust, or mud, either tracked off site by equipment or blown into adjacent city streets will be cleaned up daily by the responsible contractor or subcontractor.

### COORDINATION OF INSPECTION SERVICES

The contractor shall arrange for inspections for the project with the City or Westmorland Public Works department at (760) 344-3411 at least 24 hours in advance of inspection.

# **APPENDIX A**

## **DWR/SCDR REQUIRED PROVISIONS**

**AGREEMENT NUMBER: 4600015451**  
**FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA**  
**DEPARTMENT OF WATER RESOURCES**  
**AND**  
**CITY OF WESTMORLAND**  
DWR/SCDR Required Language

**D.15. DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Funding Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by the Government Code section 8355.

B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:

- i. The dangers of drug abuse in the workplace,
- ii. Grantee's policy of maintaining a drug-free workplace,
- iii. Any available counseling, rehabilitation, and employee assistance programs, and
- iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:

- i. Will receive a copy of Grantee's drug-free policy statement, and
- ii. Will agree to abide by terms of Grantee's condition of employment, contract, or subcontract.

**D.20. INDEMNIFICATION:** Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

**D.23. INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.

**D.24. LABOR CODE COMPLIANCE:** The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements



may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>.

The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

D.26. NONDISCRIMINATION. During the performance of this funding agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, gender identity, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.

D.28. PERFORMANCE BOND: Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)

D.29. PRIORITY HIRING CONSIDERATIONS: If this Funding Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

D.31. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representatives of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.

D.35. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to

do so. The State shall have the right to use any data described in this Paragraph for any public purpose.

D.44. TRAVEL: Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Funding Agreement. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources for excluded employees. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

It is required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:

- (a) Will receive a copy of the company's drug-free workplace policy statement, and
- (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

## CITY OF WESTMORLAND DRUG-FREE WORKPLACE POLICY

### G. Drug-Free Workplace Policy

(Refer to Drug-Free Workplace Act of 1988; Government Code Sec. 8355 (A) et seq; Drug-Free Workplace Act of 1990)

The City has a standard of conduct which prohibits the unlawful possession, use, or distribution of illicit drugs and alcohol by employees on the City's site and/or client sites or as a part of the City's activities. The City will impose disciplinary sanctions on employees ranging from education and rehabilitation efforts up to and including expulsion or termination of employment and referral for prosecution for violations of the standards of conduct. Each situation will be looked at on a case-by-case basis.

It is the goal of the City to maintain a drug-free workplace. To that end, and in the spirit of the Drug-Free Workplace Act of 1986, the City has adopted the following policies:

1. The unlawful manufacture, possession, distribution, or use of controlled substances is prohibited in the workplace.
2. Employees who violate this prohibition are subject to corrective or disciplinary action as deemed appropriate, up to and including termination.
3. As an on-going condition of employment, employees are required to abide by this prohibition and to notify, in writing and within five (5) days of the violation, their supervisor or department head of any criminal drug statute conviction they receive.
4. The City provides information about drug counseling and treatment.
5. The City reserves the right to search and inspect for the maintenance of a safe workplace.

### H. Alcohol and Other Drug Use

Employees that come to work under the influence of alcohol and/or drugs will be taken home, resulting in long-term suspension, referral to the EAP and/or terminated. This infraction includes medication that prevents the employee to work in a safety sensitive position, use of someone else's prescription, being under the influence of recreational and/or medical marijuana. Possession of alcohol, drugs and/or drug paraphernalia will result in formal discipline up to and including termination.

Examples of substances not allowed on City property, sites and/or vehicles include the following:

- Alcohol
- Narcotics
- Hypnotics and Anti-Anxiety Drugs
- Stimulants
- Marijuana (recreational and medical)
- Hallucinogens

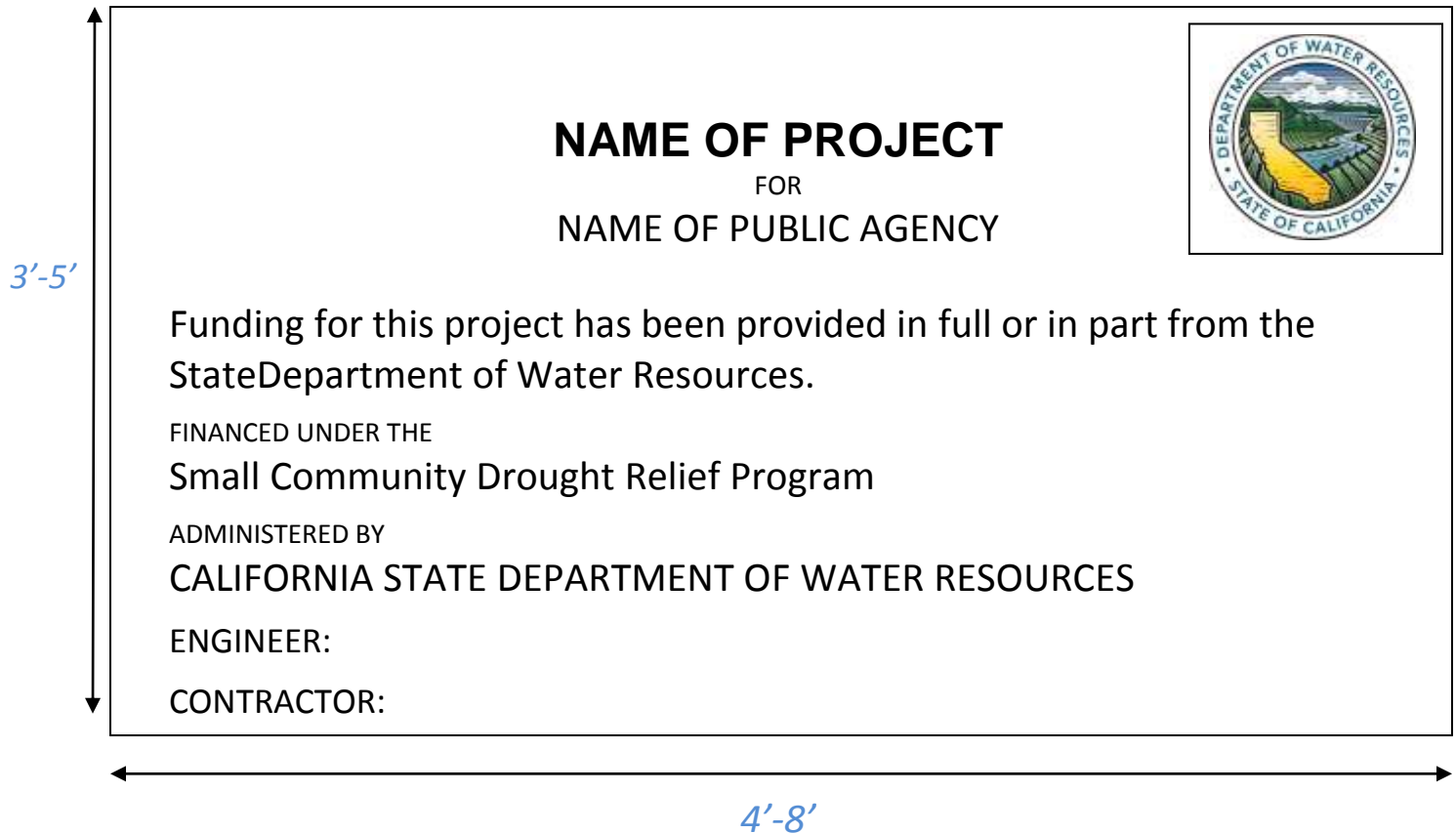
### I. Where to Get Help with Addiction

Employee Assistance Program  
Alcoholics Anonymous  
Narcotics Anonymous  
National Council on Alcoholism and Drug Dependence

# **APPENDIX B**

## **PROJECT SIGN REQUIREMENTS**

Small Community Drought Relief Program  
Program Sign Guidelines



- This is a conceptual design sketch that is NOT to scale.
- Provide adequate structural supports for sign as site conditions may require.
- Keep sign a proper distance above prevailing grade to permit public viewing.
- Size DWR logo to permit public viewing.
- Paint letters blue (Blue No.15102 in federal color standard No.595).
- DWR Logo at: <https://d3.water.ca.gov/owncloud/index.php/s/s8CFdC3cvgf9v9p/download>

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Funding Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.