

CITY OF CLAYTON
STANDARD SPECIFICATIONS

July 2008

THE LATEST EDITION OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD SPECIFICATIONS SHALL APPLY UNLESS MODIFIED OR SUPPLEMENTED IN THESE SPECIFICATIONS.

All references to Measurement and Payment do not apply to land development or encroachment permit projects. These specifications are supplemented by City Standard Plans, State Standard Plans, CCCSD Standard Plans and Specifications (sanitary sewer work only), and the construction documents for the specific project being constructed.

SECTION 1

DEFINITIONS AND TERMS

1.01 General

Whenever in the City Specifications or other contract documents the following terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as follows:

CITY – The City of Clayton, Contra Costa County, California.

CITY CLERK – The legally authorized City Clerk of the City of Clayton.

CITY COUNCIL – The legally authorized governing body of the City of Clayton.

CITY SPECIFICATIONS – City of Clayton, California, Standard Specifications.

CITY STANDARD PLANS – City of Clayton, California, Standard Plans.

DEVELOPER – Owner or permittee of a City-approved land development or encroachment permit project

1.02 Caltrans Definitions

The following are modifications to the definitions specified in the Caltrans Standard Specifications.

1-1.10 CONTRACTOR – shall also mean the developer or permittee responsible for the work. A contractor must have a valid State of California Contractors License to work in the public right of way.

1-1.13 DEPARTMENT – The City of Clayton.

1-1.15 DIRECTOR – The duly appointed City Manager of the City of Clayton.

1-1.18 ENGINEER – The City Engineer or his designated representative.

1-1.39 STATE – The City of Clayton.

SECTION 2

(Section 2 of the Caltrans Standard Specifications does not apply)

PROPOSAL REQUIREMENTS AND CONDITIONS

2.01 Proposal Form

All proposals must be made upon the proposal form attached in the Specifications. The proposal form is bound in a book together with the Notice to Contractors and Special Provisions. The bidder shall completely fill out the form in a clear and legible manner. Should there be any conflict between the unit price and the total shown by the bidder on the proposal form for any individual item, the unit price shall govern.

2.02 Approximate Quantities

The quantities given in the proposal form are approximate and are given only as a basis for the comparison of bids, unless the Special Provisions specifically fix the quantity. The City does not expressly, nor by implication, represent that the actual amount of work will correspond to the estimate.

2.03 Bidder's Guaranty

All bids shall be presented under sealed cover and shall be accompanied by cash, cashier's or certified check or a bidder's guaranty shall be in an amount equal to at least ten percent (10%) of the amount of the bid and made payable to the City of Clayton.

2.04 Return Of Bidder's Guaranties

Within ten (10) calendar days after the award of the contract by the City Council and upon request by the bidder, the City Clerk will return to the unsuccessful bidders, the bidder's guaranty accompanying their respective bids.

2.05 Contract Bonds

The Contractor shall, at his sole expense, furnish two (2) good and sufficient bonds. One bond shall be a faithful performance bond and the other a labor and materials bond. Each of the said bonds shall be executed in a sum of not less than 100% of the total contract price and shall be issued by a corporate surety or sureties admitted by the State of California Department of Insurance.

Whenever any surety on any such bonds becomes insufficient, or the City Engineer has reasonable cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of the Contractor to furnish good and sufficient bonds as required by the terms of the contract. Thereafter, no payment shall be made upon such contract to the Contractor or any assignee of the Contractor until such further bond or bonds or additional surety has been furnished. All alterations, extensions of time, extra work, and other changes authorized by the contract documents may be made without securing the consent of the surety or sureties on the contract bonds.

2.06 Rejection Of Proposal Containing Alterations, Erasures Or Irregularities

Any proposal may be rejected by the City Council if such proposal shows any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, or substantial irregularities of any kind.

The right is reserved by the City Council to reject any and all proposals at its discretion.

2.07 Award Of Contract

The award of the contract, if awarded, will be made within thirty (30) calendar days after the opening of the proposals. The award of the contract will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. Such time for award of the contract may be extended by the City Council.

2.08 Execution Of Contract

The contract shall be signed by the successful bidder and returned, together with the contract bonds, within ten (10) calendar days after the Contractor has received the contract. Failure to execute a contract and file acceptable bonds and certificates of insurance as provided herein shall result in forfeiture of the proposal guaranty.

2.09 Examination Of Plans, Specifications, Special Provisions, And Site Of Work

The bidder is required to examine carefully the site of the work contemplated, the Proposal, Plans, Specifications and Contract forms, and it will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of the Proposal, the Specifications, Plans, Special Provisions, and the Contract. It is mutually agreed that submission of a Proposal by the bidder shall be considered prima facie evidence that the bidder has made such an examination.

2.10 Addenda

The Engineer may, when he deems necessary, and at a time prior to the bid opening, issue addenda to the Plans and Specifications to amend, clarify or correct matter contained therein. Such addenda shall constitute a part of said Plans and Specifications and shall be equally binding with them. Addenda will be forwarded to all prospective bidders, insofar as they are known to the Engineer, in any manner determined by the Engineer.

2.11 Withdrawal Of Bids

Any bids may be withdrawn at any time prior to the time fixed in the Public Notice for the opening of bids only by filing a written request for the withdrawal of the bid filed with the City Clerk. The request shall be executed by the bidder or his representative. The withdrawal of a bid prior to the bid opening does not prejudice the right of the bidder to file a new bid. No bids may be withdrawn after the time fixed in the Public Notice for opening of bids.

SECTION 3

AWARD AND EXECUTION OF CONTRACT

(Does Not Apply)

SECTION 4

SCOPE OF WORK

(Subsections 4-1.03 through 4-1.05 Do Not Apply)

SECTION 5

CONTROL OF THE WORK

5-1.04 Coordination And Interpretation Of Plans, Standard Specifications, And Special Provisions

If there is a conflict between contract documents, the document highest in precedence shall control. The precedence shall be:

1. Permits from other agencies as may be required by law
2. Special Provisions
3. Project Plans
4. City Standard Plans
5. City Standard Specifications
6. Caltrans Standard Specifications
7. Caltrans Standard Plans
8. CCCSD Standard Plans and Specifications (for sanitary sewer work only)

Change Orders, Supplemental Agreements and approved revisions to Plans and Specifications will take precedence over items 2 through 6 above. Detailed plans shall have precedence over general plans.

Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in these Specifications, Plans, and the Special Provisions, the Contractor shall apply to the Engineer for such further explanations as may be necessary, and shall conform to such

explanation or interpretation as part of the contract, so far as may be consistent with the intent of the original specifications. In the event of doubt or question relative to the true meaning of the specifications, reference shall be made to the Engineer, whose decision shall be final.

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

5-1.07 Lines And Grades

Additional provision: The Developer's Engineer will set stakes and furnish cut sheets to the City a minimum of twenty four (24) prior to the start of work.

5-1.08 Inspection

Additional Provision: The City shall be notified at least twenty four (24) hours before any work is commenced or resumed and before each phase of work is to be inspected.

5-1.13 Final Inspection

Additional Provision: Upon completion of the work, the Contractor shall submit a letter stating that all the improvements have been completed in accordance with the approved plans and request that the City accept these improvements. No final inspection will be made until all fees are paid.

5-1.15 Hours Of Work

Work within the public right-of-way is restricted to 7:00 a.m. to 6:00 p.m. on weekdays. Work that encroaches into the driving lane on Clayton Road or Marsh Creek Road shall not occur prior to 9:00 a.m. in the westbound direction or after 3:00 p.m. in the eastbound direction unless written authorization is obtained from the Engineer.

No work will be allowed within the public right-of-way on Saturday, Sunday or legal holidays without written permission from the Engineer.

SECTION 6

CONTROL OF MATERIALS

6.03 Testing

Unless otherwise specified in the special provisions, the Contractor shall provide all required materials and construction testing. For development projects, the developer shall provide all required materials and construction testing.

All test results shall be provided to the City within twenty four (24) hours of test completion. Subsequent work may not proceed until City has reviewed and accepted preceding test results.

The cost of such testing shall be borne by the Contractor and/or developer.

SECTION 7

LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

(Subsections 7-1.01A(1), 7-1.01A(2), 7-1.01A(2)(a) and 7.101A(3) do not apply to land development projects)

7-1.01E Trench Safety

Additional Provision: Contractor shall provide his annual trench and/or excavation permit issued by the State Division of Occupational Safety and Health.

7-1.11 Preservation Of Property

Additional Provision: The contractor and/or developer shall locate and preserve all property corners, monuments, bench marks and other survey points within the area of work. Any damaged points shall be reset by a licensed land surveyor at the contractor's and/or developer's expense.

7-1.17 Acceptance Of Contract

Additional Provision: The work will not be accepted until a 15% maintenance bond has been provided by the contractor or developer, all fees have been paid, and cleanup has been completed.

SECTION 8

PROSECUTION AND PROGRESS

(Subsections 8-1.04, 8-1.06, 8-1.07, 8-1.08, 8-1.09 and 8-1.11 do not apply to land development projects)

8-1.03 Beginning Of Work

Additional Provision: For land development projects, no work will be permitted to proceed until:

- 1) Plans are submitted and approved by the City;
- 2) All fees are paid and permits/licenses are issued;
- 3) Bonds and insurance certificates are submitted and approved;
- 4) Easements and permits to enter upon private property are obtained;
- 5) A preconstruction meeting has been held.

8-1.05 Temporary Suspension Of Work

Additional Provision: For land development projects, the City may suspend work if any of the following occur:

- 1) The developer, contractor, job engineer, or other Owner's representative fails to comply with these specifications, the City of Clayton Municipal Code, or specific instructions of the Engineer;
- 2) Traffic is improperly controlled; A hazardous condition exists;
- 3) Defective materials or work are not corrected;
- 4) Dust problems are not corrected;
- 5) Stormwater treatment facilities are not provided or properly maintained.

8-1.10 Utility and Non-Highway Facilities

Additional Provision: The contractor shall notify Underground Service Alert (USA) to have existing utilities marked prior to starting excavation.

8-1.10A Installation of Utilities

In new streets, all underground installation, without exception, shall be completed and tested to the satisfaction of the City and the developer before the final lift of asphalt concrete is placed.

SECTION 9

MEASUREMENT AND PAYMENT

(Does not apply to land development projects)

9-1.11 Payments Withheld

The City may withhold or, on account of later discovered evidence, nullify all or part of any certification made to the Contractor by the City as to the amount determined to be due the Contractor, to such extent and period of time only as may be necessary protect the City from loss on account of:

- 1) Defective work not remedied;
- 2) Claims filed or reasonable evidence indicating probable filing;
- 3) Failure to properly pay Subcontractors for material or labor;
- 4) Reasonable doubt that the work can be completed for the balance then unpaid;
- 5) Damage to another Contractor, or third party.

9-1.12 Contractor's Financial Obligation

The Contractor shall promptly make payment to all persons supplying labor and materials, and before final acceptance of the work and final payment to the Contractor, including all sums retained by the City, the Contractor shall furnish to the City, satisfactory evidence that all claims for labor and material furnished and used in the construction of said work have been settled and that no legal claim can be filed against the City for such labor and material.