



**CITY OF HUGHSON  
CITY COUNCIL MEETING  
CITY COUNCIL CHAMBERS  
7018 Pine Street, Hughson, CA**

**AGENDA  
MONDAY, SEPTEMBER 12, 2022 – 6:00 P.M.**

**How to participate in, or observe the Meeting:**

- In person in the City Council Chambers and submit public comment when invited during the meeting.
- Remotely via WebEx by using the link below:

Meeting Link:

<https://cityofhughson.my.webex.com/cityofhughson.my/j.php?MTID=md0cafcb00fb2f401bcfa41f8a00cd492>

Meeting Number: 2557 008 5155

Meeting Password: SGsVpfkD426

- Observe only via YouTube live, by accessing this link:

[https://www.youtube.com/channel/UC-PwkdIrKoMmOJDzBSodu6A?view\\_as=subscriber](https://www.youtube.com/channel/UC-PwkdIrKoMmOJDzBSodu6A?view_as=subscriber)

**Should technology problems cause issues providing access to the meeting via WebEx and/or YouTube, the in-person meeting will proceed as scheduled.**

- In addition, recorded City Council meetings are posted on the City's website the first business day following the meeting. Recorded videos can be accessed with the following link:  
<http://hughson.org/our-government/city-council/#council-agenda>

**CALL TO ORDER:** Mayor George Carr

**ROLL CALL:** Mayor George Carr  
Mayor Pro Tem Harold Hill  
Councilmember Ramon Bawanan  
Councilmember Samuel Rush  
Councilmember Michael Buck

**FLAG SALUTE:** Mayor George Carr

**INVOCATION:** Hughson Ministerial Association

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**1. PUBLIC BUSINESS FROM THE FLOOR (No Action Can Be Taken):**

Members of the audience may address the City Council on any item of interest to the public pertaining to the City and may step to the podium, state their name and city of residence for the record (requirement of name and city of residence is optional) and make their presentation. Please limit presentations to five minutes. Since the City Council cannot take action on matters not on the agenda, unless the action is authorized by Section 54954.2 of the Government Code, items of concern, which are not urgent in nature can be resolved more expeditiously by completing and submitting to the City Clerk a "Citizen Request Form" which may be obtained from the City Clerk.

**2. PRESENTATIONS:**

- 2.1:** Recognition of Deputy Michael Fisher for 6 Years of Distinguished Service and Personal Dedication to the Crimes Against Persons Unit – Presented by Hughson Chief of Police Fidel Landeros.

**3. CONSENT CALENDAR:**

All items listed on the Consent Calendar are to be acted upon by a single action of the City Council unless otherwise requested by an individual Councilmember for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by roll call vote.

- 3.1:** Approve the Minutes of the Regular Meeting of August 22, 2022.
- 3.2:** Approve the Warrants Register.
- 3.3:** Appoint Brooklyn Brunetti to the Position of City Council Student Representative.

- 3.4:** Adopt Resolution No. 2022-42, Approving the Change in Position Title and Job Description Revisions for the Planning/Building Assistant Position to Community Development Specialist.
- 3.5:** Approve the Award and Installation of Two Upgraded Stormwater Pumps and Associated Equipment at Starn Park to Amerine Systems, Inc., for a Total Cost of \$19,425.
- 3.6:** Review and Approve the City of Hughson Treasurer's Quarterly Investment Portfolio Report for June 2022.

**4. UNFINISHED BUSINESS: NONE.**

**5. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.**

**6. NEW BUSINESS:**

- 6.1:** Adopt Resolution No. 2022-43, Awarding the Grading Improvements to the Well 8 Domestic Well Site to Dirt Dynasty in the not to Exceed Amount of \$33,740, and Authorizing a 10% Construction Contingency and a 10% Set-aside for Construction Management, and Authorizing the City Manager to Execute the Construction Contract, Inclusive of Any Final Edits by the City Attorney.

**7. CORRESPONDENCE: NONE.**

**8. COMMENTS:**

- 8.1:** Staff Reports and Comments: (Information Only – No Action)

**City Manager:**

**Deputy City Clerk:**

**Community Development Director:**

**Director of Finance and Administrative Services:**

**Police Services:**

**City Attorney:**

- 8.2:** Council Comments: (Information Only – No Action)

**8.3: Mayor's Comments: (Information Only – No Action)****9. CLOSED SESSION TO DISCUSS THE FOLLOWING: NONE.****ADJOURNMENT:****Notice Regarding Non-English Speakers:**

Pursuant to California Constitution Article III, Section IV, establishing English as the official language for the State of California, and in accordance with California Code of Civil Procedures Section 185, which requires proceedings before any State Court to be in English, notice is hereby given that all proceedings before the City of Hughson City Council shall be in English and anyone wishing to address the Council is required to have a translator present who will take an oath to make an accurate translation from any language not English into the English language

**WAIVER WARNING**

If you challenge a decision/direction of the City Council in court, you may be limited to raising only those issues you or someone else raised at a public hearing(s) described in this Agenda, or in written correspondence delivered to the City of Hughson at or prior to, the public hearing(s).

**AMERICANS WITH DISABILITIES ACT/CALIFORNIA BROWN ACT  
NOTIFICATION FOR THE CITY OF HUGHSON**

This Agenda shall be made available upon request in alternative formats to persons with a disability; as required by the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12132) and the Ralph M. Brown Act (California Government Code Section 54954.2).

**Disabled or Special needs Accommodation:** In compliance with the Americans with Disabilities Act, persons requesting a disability related modification or accommodation in order to participate in the meeting and/or if you need assistance to attend or participate in a City Council meeting, please contact the City Clerk's office at (209) 883-4054. Notification at least 48-hours prior to the meeting will assist the City Clerk in assuring that reasonable accommodations are made to provide accessibility to the meeting.

**UPCOMING EVENTS:**

<b>September 13</b>	▪ Budget and Finance Subcommittee Meeting, City Council Chambers, 5:00 PM
<b>September 13</b>	▪ Parks, Recreation and Entertainment Commission Meeting, City Council Chambers, 6:00 PM - <i>Cancelled</i>
<b>September 20</b>	▪ Planning Commission Meeting, City Council Chambers, 6:00 PM - <i>Cancelled</i>

<b>September 26</b>	<ul style="list-style-type: none"><li>▪ Economic Development Committee Meeting, City Hall, 4:30 PM</li></ul>
<b>September 26</b>	<ul style="list-style-type: none"><li>▪ City Council Meeting, City Council Chambers/WebEx Videoconference/YouTube Live Stream, 6:00 PM</li></ul>

**General Information:** The Hughson City Council meets in the Council Chambers on the second and fourth Mondays of each month at 6:00 p.m., unless otherwise noticed.

**Council Agendas:** The City Council agenda is now available for public review at the City's website and City Clerk's Office, 7018 Pine Street, Hughson, California on the Friday, prior to the scheduled meeting. Copies and/or subscriptions can be purchased for a nominal fee through the City Clerk's Office.

**Questions:** Contact the Deputy City Clerk at (209) 883-4054.

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### AFFIDAVIT OF POSTING

**DATE:** September 9, 2022      **TIME:** 3:00 PM  
**NAME:** Ashton Gose      **TITLE:** Deputy City Clerk



## **CITY COUNCIL AGENDA ITEM NO. 3.1 SECTION 3: CONSENT CALENDAR**

**Meeting Date:** September 12, 2022  
**Subject:** Approval of the City Council Minutes  
**Presented By:** Ashton Gose, Deputy City Clerk  
**Approved By:** Merry Mayhew  
City Manager

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### **Staff Recommendation:**

Approve the Minutes of the Regular Meeting of August 22, 2022.

### **Background and Overview:**

The draft minutes of the meeting on August 22, 2022 are prepared for the Council's review.



**CITY OF HUGHSON  
CITY COUNCIL MEETING  
CITY COUNCIL CHAMBERS  
7018 PINE STREET, HUGHSON, CA**

**MINUTES  
MONDAY, AUGUST 22, 2022 – 6:00 P.M.**

**CALL TO ORDER:** Mayor George Carr

**ROLL CALL:**

Present: Mayor George Carr  
Mayor Pro Tem Harold Hill  
Councilmember Ramon Bawanan  
Councilmember Sam Rush  
Councilmember Mike Buck

Staff Present: Merry Mayhew, City Manager  
Eric Nims, Deputy City Attorney  
Anna Nicholas, Director of Finance and Admin Services  
Carla Jauregui, Community Development Director  
Sarah Chavarin, Accounting Manager  
Fidel Landeros, Chief of Police  
Jose Vasquez, Public Works Superintendent

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**1. PUBLIC BUSINESS FROM THE FLOOR (No Action Can Be Taken):**

**NONE.**

**2. PRESENTATIONS: NONE.**

**3. CONSENT CALENDAR:**

**All items listed on the Consent Calendar are to be acted upon by a single action of the City Council unless otherwise requested by an individual Councilmember for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by roll call vote.**

- 3.2:** Approve the Warrants Register.
- 3.3:** Review and Approve the Treasurer's Report for June 2022.
- 3.4:** Approve the Purchase and Install Three Air Conditioning Units by Holl Heating and Air Conditioning, for a Total Cost of \$51,834.
- 3.6:** Adopt Resolution No. 2022-40, Approving the Professional Services Agreement with Condor Earth Technologies, Inc. for MS4 Permit Support.
- 3.7:** Approve a Response Letter to the Stanislaus County Civil Grand Jury Report on Homelessness, Case # 22-05GJ.

**Councilmember Rush requested that Consent Calendar items 3.1, and 3.5 be pulled for special consideration.**

**HILL/BUCK 5-0-0-0 motion passes to approve the Consent Calendar excluding items 3.1, and 3.5, with the following roll call vote:**

BAWANAN	RUSH	BUCK	HILL	CARR
AYE	AYE	AYE	AYE	AYE

- 3.1:** Approve the Minutes of the Regular Meeting of August 8, 2022.

**CARR/BUCK 5-0-0-0 motion passes to approve Consent Calendar item 3.1, with the following roll call vote:**

BAWANAN	RUSH	BUCK	HILL	CARR
AYE	AYE	AYE	AYE	AYE

- 3.5:** Approve the Installation of Concrete at the Senior Community Center and at Hughson Police Services by V. Rivera Concrete, for a Total Cost of \$22,444.71.

**BUCK/HILL 4-1-0-0 motion passes to approve Consent Calendar item 3.5, with the following roll call vote:**

BAWANAN	RUSH	BUCK	HILL	CARR
AYE	NO	AYE	AYE	AYE

**4. UNFINISHED BUSINESS: NONE.**

**5. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.**



**6. NEW BUSINESS:**

- 6.1:** Adopt Resolution No. 2022-41, Approving the Installation of a Turlock Irrigation District Electric Vehicle Station at 7018 Pine Street, Hughson, and Authorizing the City Manager to Execute the Agreement and Site Verification Form.

**Superintendent Vasquez presented the staff report on this item.**

**Mayor Carr opened public comment at 6:21 PM. There was no public comment. Mayor Carr closed public comment at 6:21 PM.**

**CARR/HILL 5-0-0-0 motion passes to adopt Resolution No. 2022-41, Approving the Installation of a Turlock Irrigation District Electric Vehicle Station at 7018 Pine Street, Hughson, and Authorizing the City Manager to Execute the Agreement and Site Verification Form, with the following roll call vote:**

<b>BAWANAN</b>	<b>RUSH</b>	<b>BUCK</b>	<b>HILL</b>	<b>CARR</b>
<b>AYE</b>	<b>AYE</b>	<b>AYE</b>	<b>AYE</b>	<b>AYE</b>

**7. CORRESPONDENCE: NONE.****8. COMMENTS:**

- 8.1:** Staff Reports and Comments: (Information Only – No Action)

**City Manager:**

City Manager Mayhew informed the City Council that an item will be presented at the September 12, 2022 regular meeting to appoint the new Student Council Representative. She also informed the Council that she will be off of work, and out of town for Labor Day weekend.

**Police Services:**

Chief Landeros provided the City Council with the latest Crime Statistic Report.

- 8.2:** Council Comments: (Information Only – No Action)

**Councilmember Bawanan attended a Hughson Ministerial Association Breakfast. He also attended an active shooter training. He thanked staff and Hughson Police Services for their continued hard work.**

**Councilmember Rush thanked staff for their hard work.**

**Councilmember Buck attended a Hughson Economic Development Committee meeting on August 22, 2022.**

**Councilmember Hill attended a Hughson Economic Development Committee meeting on August 22, 2022.**

**8.3: Mayor's Comments: (Information Only – No Action)**

**Mayor Carr attended a StanCOG meeting regarding Measure L Funding. He played in the Deputy Dennis Wallace Memorial Golf Tournament.**

**9. CLOSED SESSION TO DISCUSS THE FOLLOWING: NONE.**

**ADJOURNMENT:**

**HILL/BAWANAN 5-0-0-0 motion passes to adjourn the regular meeting of August 22, 2022, at 6:37PM with the following roll call vote:**

<b>BAWANAN</b>	<b>RUSH</b>	<b>BUCK</b>	<b>HILL</b>	<b>CARR</b>
<b>AYE</b>	<b>AYE</b>	<b>AYE</b>	<b>AYE</b>	<b>AYE</b>

**APPROVED:**

\_\_\_\_\_  
**GEORGE CARR, Mayor**

**ATTEST:**

\_\_\_\_\_  
**ASHTON GOSE, Deputy City Clerk**

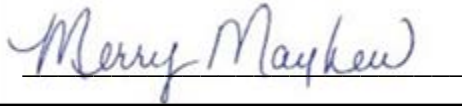


## **CITY COUNCIL AGENDA ITEM NO. 3.2**

### **SECTION 3: CONSENT CALENDAR**

**Meeting Date:** September 12, 2022  
**Subject:** Approval of Warrants Register  
**Enclosure:** Warrants Register  
**Presented By:** Anna Nicholas, Director of Finance

**Approved By:**

A handwritten signature in blue ink, reading "Merry Mayhew", is written over a horizontal line.

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#### **Staff Recommendation:**

Approve the Warrants Register as presented.

#### **Background and Overview:**

The warrants register presented to the City Council is a listing of all expenditures paid from August 18, 2022, through September 7, 2022.

#### **Fiscal Impact:**

There are reductions in various funds for payment of expenses.



Hughson

# Check Report

By Check Number

Date Range: 08/18/2022 - 09/07/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<b>Bank Code: Payable Bank-Payable Bank</b>						
01603	Amazon Capital Services, Inc.	08/18/2022	Regular	0.00	80.88	55635
<a href="#">113-0710973-258...</a>	Invoice	08/17/2022	trash grabbers	0.00	71.18	
<a href="#">1WN7-VYGY-VYVWV</a>	Invoice	06/22/2022	calender	0.00	9.70	
00104	AYERA TECHNOLOGIES INC.	08/18/2022	Regular	0.00	84.00	55636
<a href="#">386860</a>	Invoice	08/17/2022	Ayera Tech Blanket P.O.	0.00	84.00	
01384	BACKFLOW APPARATUS & VALVE CO.	08/18/2022	Regular	0.00	1,053.41	55637
<a href="#">169678</a>	Invoice	08/17/2022	backflow parts ( Starn park)	0.00	1,053.41	
00109	BADGER METER, INC	08/18/2022	Regular	0.00	5,419.84	55638
<a href="#">80100751</a>	Invoice	06/29/2022	badger service	0.00	2,260.55	
<a href="#">80102967</a>	Invoice	08/17/2022	service monthly	0.00	3,159.29	
00332	CONDOR EARTH TECHNOLOGIES	08/18/2022	Regular	0.00	1,734.75	55639
<a href="#">87535</a>	Invoice	08/17/2022	Blanket PO	0.00	1,734.75	
00448	ELITE IRON FENCING	08/18/2022	Regular	0.00	685.00	55640
<a href="#">12673</a>	Invoice	08/17/2022	reprogram gate code	0.00	360.00	
<a href="#">12675</a>	Invoice	08/17/2022	gate service	0.00	325.00	
00462	EWING IRRIGATION PRODUCTS	08/18/2022	Regular	0.00	703.95	55641
<a href="#">17291693</a>	Invoice	08/17/2022	blanket PO	0.00	703.95	
00474	FERGUSON ENTERPRISES,INC	08/18/2022	Regular	0.00	45.15	55642
<a href="#">1725670</a>	Invoice	07/14/2022	Blanket PO	0.00	45.15	
00614	HUGHSON FARM SUPPLY	08/18/2022	Regular	0.00	404.29	55643
<a href="#">H424843</a>	Invoice	08/17/2022	Blanket PO	0.00	10.35	
<a href="#">H425076</a>	Invoice	08/17/2022	Blanket PO	0.00	162.53	
<a href="#">H425238</a>	Invoice	08/17/2022	Blanket PO	0.00	11.41	
<a href="#">H425335</a>	Invoice	08/17/2022	Blanket PO	0.00	5.16	
<a href="#">H425660</a>	Invoice	08/17/2022	Blanket PO	0.00	60.25	
<a href="#">H426028</a>	Invoice	07/20/2022	Blanket PO	0.00	20.49	
<a href="#">H426629</a>	Invoice	08/17/2022	Blanket PO	0.00	22.40	
<a href="#">S110929-01</a>	Invoice	08/17/2022	Blanket PO	0.00	111.70	
01583	Hunt & Sons, Inc.	08/18/2022	Regular	0.00	2,293.65	55644
<a href="#">487072</a>	Invoice	08/17/2022	Blanket PO fuel	0.00	2,293.65	
00611	Mid Valley Publications	08/18/2022	Regular	0.00	362.60	55645
<a href="#">339462</a>	Invoice	08/17/2022	publication	0.00	155.40	
<a href="#">339463</a>	Invoice	08/17/2022	publication	0.00	207.20	
00775	MISSION UNIFORM SERVICE	08/18/2022	Regular	0.00	1,341.72	55646
<a href="#">517332619</a>	Invoice	08/17/2022	Blanket PO uniforms	0.00	66.24	
<a href="#">517332620</a>	Invoice	08/17/2022	Blanket PO uniforms	0.00	137.80	
<a href="#">517332621</a>	Invoice	08/17/2022	Blanket PO uniforms	0.00	61.10	
<a href="#">517347809</a>	Invoice	08/17/2022	Blanket PO uniforms	0.00	71.00	
<a href="#">517371480</a>	Invoice	08/17/2022	Blanket PO uniforms	0.00	166.25	
<a href="#">517371481</a>	Invoice	08/17/2022	Blanket PO uniforms	0.00	81.05	
<a href="#">517371482</a>	Invoice	08/17/2022	Blanket PO uniforms	0.00	61.10	
<a href="#">517411621</a>	Invoice	08/17/2022	Blanket PO uniforms	0.00	94.93	
<a href="#">517411623</a>	Invoice	08/17/2022	Blanket PO uniforms	0.00	86.58	
<a href="#">517411626</a>	Invoice	08/17/2022	Blanket PO uniforms	0.00	35.50	
<a href="#">517416949</a>	Invoice	08/17/2022	Blanket PO uniforms	0.00	66.24	

## Check Report

Date Range: 08/18/2022 - 09/07/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<a href="#">517416950</a>	Invoice	08/17/2022	Blanket PO uniforms	0.00	91.10	
<a href="#">517416952</a>	Invoice	08/17/2022	Blanket PO uniforms	0.00	61.10	
<a href="#">517460078</a>	Invoice	08/17/2022	Blanket PO uniforms	0.00	43.29	
<a href="#">517461048</a>	Invoice	08/17/2022	Blanket PO uniforms	0.00	71.24	
<a href="#">517461049</a>	Invoice	07/25/2022	Blanket PO uniforms	0.00	86.10	
<a href="#">517461050</a>	Invoice	08/17/2022	Blanket PO uniforms	0.00	61.10	
00822	NESTLE WATERS	08/18/2022	Regular	0.00	223.37	55647
<a href="#">12G0025664277</a>	Invoice	08/17/2022	Blanket PO water service	0.00	223.37	
00824	NEUMILLER & BEARDSLEE	08/18/2022	Regular	0.00	14,384.34	55648
<a href="#">329652</a>	Invoice	06/30/2022	LEGAL SERVICES	0.00	1,600.00	
<a href="#">330186</a>	Invoice	06/30/2022	LEGAL SERVICES	0.00	12,784.34	
00837	NORTHSTAR CHEMICAL	08/18/2022	Regular	0.00	5,495.93	55649
<a href="#">228150</a>	Invoice	07/14/2022	Blanket PO	0.00	354.39	
<a href="#">228151</a>	Invoice	08/17/2022	Blanket PO	0.00	2,169.09	
<a href="#">230015</a>	Invoice	08/08/2022	Blanket PO	0.00	401.68	
<a href="#">230016</a>	Invoice	08/08/2022	Blanket PO	0.00	2,570.77	
01493	Salonen Electrical Inc dba Technical Electrical	08/18/2022	Regular	0.00	481.88	55650
<a href="#">3659</a>	Invoice	08/17/2022	wwtp pump drain service	0.00	481.88	
01009	SHRED-IT USA LLC	08/18/2022	Regular	0.00	1,983.00	55651
<a href="#">8001133302</a>	Invoice	03/03/2022	Shredding	0.00	182.00	
<a href="#">8001333118</a>	Invoice	04/03/2022	Shredding	0.00	182.00	
<a href="#">8001536174</a>	Invoice	05/03/2022	Shredding	0.00	182.00	
<a href="#">8001734619</a>	Invoice	06/03/2022	Shredding Event On-Site	0.00	1,255.00	
<a href="#">8001930845</a>	Invoice	07/03/2022	Shredding	0.00	182.00	
01069	STEELEY, JARED WATER & WA	08/18/2022	Regular	0.00	5,802.50	55652
<a href="#">9529</a>	Invoice	08/18/2022	Blanket PO Lab /service	0.00	2,910.00	
<a href="#">9559</a>	Invoice	06/30/2022	Blanket PO Lab /service	0.00	2,892.50	
01093	SYNAGRO WEST, LLC	08/18/2022	Regular	0.00	2,137.10	55653
<a href="#">31652</a>	Invoice	08/01/2022	Blanket PO Sludge waste	0.00	2,137.10	
01149	TURLOCK IRRIGATION DIST.	08/18/2022	Regular	0.00	32,669.04	55654
<a href="#">INV0007521</a>	Invoice	07/01/2022	ELECTRIC	0.00	32,669.04	
01176	USA BLUE BOOK	08/18/2022	Regular	0.00	1,092.77	55655
<a href="#">059446</a>	Invoice	08/17/2022	Blanket PO	0.00	1,092.77	
01180	V. RIVERA CONCRETE	08/18/2022	Regular	0.00	4,983.00	55656
<a href="#">1340</a>	Invoice	08/17/2022	sidewalk replacement	0.00	4,983.00	
01224	WILBUR-ELLIS COMPANY	08/18/2022	Regular	0.00	1,248.87	55657
<a href="#">15228448</a>	Invoice	08/17/2022	Ranger herbicide	0.00	1,248.87	
00005	A&A PORTABLES, INC	08/26/2022	Regular	0.00	80.78	55659
<a href="#">114-13274889</a>	Invoice	07/31/2022	Fence Rental	0.00	80.78	
00016	ABS PRESORT	08/26/2022	Regular	0.00	6,562.69	55660
<a href="#">128773</a>	Invoice	08/11/2022	BILL PRINTING- August	0.00	1,562.69	
<a href="#">MP-20220811</a>	Invoice	08/11/2022	Postage Advance for Mailing Services	0.00	5,000.00	
00032	AFLAC	08/26/2022	Regular	0.00	461.01	55661
<a href="#">454875</a>	Invoice	08/22/2022	AFLAC	0.00	461.01	
01597	Anna Nicholas	08/26/2022	Regular	0.00	95.00	55662
<a href="#">INV0007630</a>	Invoice	08/15/2022	CMTA Membership Dues Reimbursement	0.00	95.00	
00094	AT&T MOBILITY	08/26/2022	Regular	0.00	514.20	55663
<a href="#">287303621604X0...</a>	Invoice	08/02/2022	PHONES	0.00	514.20	

## Check Report

Date Range: 08/18/2022 - 09/07/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
01479	BB Prints It	08/26/2022	Regular	0.00	408.31	55664
<a href="#">20713-INV</a>	Invoice	08/23/2022	Digital Banners for Trunk or Treat	0.00	408.31	
01783	Belem Rangel	08/26/2022	Regular	0.00	500.00	55665
<a href="#">INV0007629</a>	Invoice	08/13/2022	Senior Center Rental Deposit Rangel	0.00	500.00	
01773	Carport Central	08/26/2022	Regular	0.00	4,929.24	55666
<a href="#">22757</a>	Invoice	08/08/2022	1 Carports	0.00	3,108.60	
<a href="#">22758</a>	Invoice	08/23/2022	2 Carports	0.00	910.32	
<a href="#">22759</a>	Invoice	08/23/2022	2 Carports	0.00	910.32	
00305	CITY OF HUGHSON	08/26/2022	Regular	0.00	3,491.33	55667
<a href="#">INV0007625</a>	Invoice	08/01/2022	LLDS & STARN PARK	0.00	3,491.33	
00324	CODE PUBLISHING COMPANY	08/26/2022	Regular	0.00	166.50	55668
<a href="#">GC0008377</a>	Invoice	08/22/2022	Municipal Code Web Update	0.00	166.50	
01538	Colonial Life	08/26/2022	Regular	0.00	626.54	55669
<a href="#">54059070801874</a>	Invoice	08/01/2022	Colonial Life	0.00	626.54	
01779	Complex Steel Building	08/26/2022	Regular	0.00	3,170.00	55670
<a href="#">CHCA082322P</a>	Invoice	08/23/2022	Plans for Large Carport	0.00	3,170.00	
01653	Delta Regional Monitoring Program	08/26/2022	Regular	0.00	2,575.00	55671
<a href="#">2022-0026</a>	Invoice	08/22/2022	Monitoring Program 2022-23 Phase II MS4	0.00	2,575.00	
00463	EXPRESS PERSONNEL SERVICE	08/26/2022	Regular	0.00	7,084.72	55672
<a href="#">27566279</a>	Invoice	07/27/2022	Extra Help- PW & Util	0.00	3,192.00	
<a href="#">27604210</a>	Invoice	08/03/2022	Extra Help- PW & Util	0.00	1,830.08	
<a href="#">27648083</a>	Invoice	08/10/2022	Extra Help- PW & Util	0.00	2,062.64	
00474	FERGUSON ENTERPRISES, INC	08/26/2022	Regular	0.00	1,037.33	55673
<a href="#">1713081</a>	Invoice	05/05/2022	Water Budget	0.00	294.52	
<a href="#">1713155</a>	Invoice	05/05/2022	Water Budget	0.00	239.03	
<a href="#">1713416</a>	Invoice	05/06/2022	Water Budget	0.00	503.78	
00523	GEORGE REED, INC	08/26/2022	Regular	0.00	316.00	55674
<a href="#">100274326</a>	Invoice	08/19/2022	asphalt for locust and seventh	0.00	316.00	
00527	GIBBS MAINTENANCE CO	08/26/2022	Regular	0.00	935.00	55675
<a href="#">11355</a>	Invoice	07/31/2022	JANITOR SERVICES for July	0.00	935.00	
00528	GILTON SOLID WASTE MANAGE	08/26/2022	Regular	0.00	77,997.39	55676
<a href="#">July2022</a>	Invoice	08/19/2022	GARBAGE SERVICE- July	0.00	77,997.39	
01782	Gloria Lucano	08/26/2022	Regular	0.00	460.00	55677
<a href="#">INV0007628</a>	Invoice	08/12/2022	Senior Center Deposit Rental Lucano	0.00	460.00	
00546	GRANITE TELECOMMUNICATION	08/26/2022	Regular	0.00	1,428.73	55678
<a href="#">569075237</a>	Invoice	08/01/2022	PHONES	0.00	1,428.73	
00624	HUGHSON FIRE DEPARTMENT	08/26/2022	Regular	0.00	858.69	55679
<a href="#">22-0808</a>	Invoice	08/09/2022	AED Test and Replacement	0.00	858.69	
00698	KUBWATER RESOURCES, INC	08/26/2022	Regular	0.00	5,330.63	55680
<a href="#">11183</a>	Invoice	08/19/2022	Blanket PO Polymer	0.00	5,330.63	
00744	MAIN STREET DELI & BAKERY	08/26/2022	Regular	0.00	56.03	55681
<a href="#">162624</a>	Invoice	08/22/2022	EDC Committe Food	0.00	56.03	
01459	Merry Mayhew	08/26/2022	Regular	0.00	66.22	55682
<a href="#">INV0007631</a>	Invoice	08/14/2022	Plate, Cutlery and Cups for City Meetings	0.00	66.22	
00611	Mid Valley Publications	08/26/2022	Regular	0.00	505.05	55683
<a href="#">339464</a>	Invoice	08/02/2022	Air Conditioner Project	0.00	233.10	

## Check Report

Date Range: 08/18/2022 - 09/07/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<a href="#">339496</a>	Invoice	08/09/2022	LEGAL #10652 Election Code Section	0.00	271.95	
01781	Miguel Martinez	08/26/2022	Regular	0.00	500.00	55684
<a href="#">INV0007627</a>	Invoice	08/20/2022	Senior Center Rental Deposit Martinez	0.00	500.00	
00901	PREFERRED ALLIANCE, INC.	08/26/2022	Regular	0.00	234.49	55685
<a href="#">0175783-IN</a>	Invoice	07/31/2022	OFF-SITE PARTICIPANT	0.00	234.49	
00914	QUICK N SAVE	08/26/2022	Regular	0.00	298.50	55686
<a href="#">1010717</a>	Invoice	08/19/2022	Blanket PO Diesel (highway)	0.00	160.51	
<a href="#">1010938</a>	Invoice	08/19/2022	Blanket PO Diesel (highway)	0.00	87.94	
<a href="#">1013893</a>	Invoice	08/19/2022	Blanket PO Diesel (highway)	0.00	50.05	
01000	SEEGER'S	08/26/2022	Regular	0.00	1,441.21	55687
<a href="#">0139427-IN</a>	Invoice	07/27/2022	Building Inspection Report	0.00	409.93	
<a href="#">139272A-IN</a>	Invoice	07/26/2022	Water Violation Door Hanger	0.00	515.64	
<a href="#">139272B-IN</a>	Invoice	07/26/2022	Nuisance Door Hangers	0.00	515.64	
01422	Stanislaus Council of Government StanCOG	08/26/2022	Regular	0.00	545.00	55688
<a href="#">INV0007624</a>	Invoice	08/15/2022	Stan COG FY 22/23 Dues Invoice	0.00	545.00	
01069	STEELEY, JARED WATER & WA	08/26/2022	Regular	0.00	7,330.25	55689
<a href="#">9421</a>	Invoice	05/02/2022	Water meter installation	0.00	3,746.75	
<a href="#">9461</a>	Invoice	06/06/2022	CONSULTING SERVICES for May 2022	0.00	2,179.50	
<a href="#">9483</a>	Invoice	06/07/2022	Water meter Installation	0.00	1,404.00	
01089	SUTTER GOULD MEDICAL FOUN	08/26/2022	Regular	0.00	156.00	55690
<a href="#">994028026-37</a>	Invoice	07/06/2022	PROFESSIONAL SERVICES	0.00	156.00	
01090	SUTTER HEALTH PLUS	08/26/2022	Regular	0.00	17,045.94	55691
<a href="#">2210539</a>	Invoice	08/01/2022	MEDICAL INSURANCE- September	0.00	17,045.94	
01649	Templo Bethesda Noemi Conchola	08/26/2022	Regular	0.00	100.00	55692
<a href="#">INV0007626</a>	Invoice	08/19/2022	Starn Park Rental Deposit Templo Bethesda	0.00	100.00	
01780	The Grey Wire LLC	08/26/2022	Regular	0.00	43.10	55693
<a href="#">8256</a>	Invoice	08/04/2022	Celebrating 50 Years Banner	0.00	43.10	
01709	The Lincoln National Life Insurance Company	08/26/2022	Regular	0.00	1,172.10	55694
<a href="#">4431025904</a>	Invoice	07/08/2022	Life Insurance August 2022	0.00	387.21	
<a href="#">4443329764</a>	Invoice	08/10/2022	Life Insurance - September 2022	0.00	784.89	
01206	WARDEN'S OFFICE	08/26/2022	Regular	0.00	527.22	55695
<a href="#">2083013-0</a>	Invoice	08/15/2022	MISC OFFICE SUPPLIES	0.00	42.15	
<a href="#">2083364-0</a>	Invoice	08/22/2022	MISC OFFICE SUPPLIES	0.00	33.43	
<a href="#">2083423-0</a>	Invoice	08/23/2022	MISC OFFICE SUPPLIES	0.00	29.50	
<a href="#">2083446-0</a>	Invoice	08/23/2022	MISC OFFICE SUPPLIES	0.00	422.14	
01225	WILLDAN ENGINEERING	08/26/2022	Regular	0.00	3,702.00	55696
<a href="#">00623706</a>	Invoice	07/22/2022	Whitmore Sidewalk Improvement	0.00	3,702.00	
01420	CALIFORNIA STATE DISBURSEMENT UNIT	08/31/2022	Regular	0.00	224.12	55697

## Check Report

Date Range: 08/18/2022 - 09/07/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<a href="#">INV0007654</a>	Invoice	09/01/2022	INCOME WITHHOLDING FOR CHILD SUPPORT	0.00	224.12	

## Bank Code Payable Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	116	62	0.00	237,687.36
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>116</b>	<b>62</b>	<b>0.00</b>	<b>237,687.36</b>



**All Bank Codes Check Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	116	62	0.00	237,687.36
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>116</b>	<b>62</b>	<b>0.00</b>	<b>237,687.36</b>

**Fund Summary**

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	8/2022	237,687.36
			<b>237,687.36</b>



Hughson

# Refund Check Register

## Refund Check Detail

UBPKT02679 - 2022-8-23 Refund

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
13-3873-001	HOUSING AUTHORITY	8/23/2022	55658	25,124.40			25124.40	Deposit
Total Refunds: 1		Total Refunded Amount:		25,124.40				

### Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	25124.40
Revenue Total:	25124.40

### General Ledger Distribution

Posting Date: 08/23/2022

	Account Number	Account Name	Posting Amount	IFT
Fund:	510 - WATER/SEWER DEPOSIT			
	510-10001	CLAIM ON CASH-WATER/SEWER DEPOSIT	-25,124.40	Yes
	510-11040	CUSTOMER CREDITS	25,124.40	
	510 Total:		0.00	
Fund:	999 - POOLED CASH/CONSOLIDATED CASH			
	999-10010	CASH IN BANK-MONEY MARKET	-25,124.40	Yes
	999-20000	DUE TO OTHER FUNDS (POOLED CASH)	25,124.40	
	999 Total:		0.00	
Distribution Total:		0.00		



## CITY COUNCIL AGENDA ITEM NO. 3.3

### SECTION 3: CONSENT CALENDAR

**Meeting Date:** September 12, 2022  
**Subject:** Appoint Brooklyn Brunetti to the Position of City Council Student Representative  
**Presented By:** Ashton Gose, Deputy City Clerk  
**Approved By:** Merry Mayhew

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#### **Staff Recommendation:**

Appoint Brooklyn Brunetti to the position of City Council Student Representative.

#### **Background and Overview:**

On March 26, 2018, the Hughson City Council adopted Resolution No. 2018-11 creating a newly appointed non-voting position of City Council Student Representative and establishing the role, duties, and responsibilities.

The concept for this youth leadership position was born during the 2017 State of the City Address with a vision for getting local youth more involved in government so that they are better prepared to lead in the future.

Based on a recommendation by Hughson High School administrators, City staff coordinated the appointment process for these new positions with the annual Hughson High School Student Council elections that take place in the spring or re-elections at the beginning of the school year.

#### **Discussion:**

The following are the key elements of the approved Hughson City Council Student Representative:

#### *Positions Created*

- A. The student representative shall be either a junior or senior high school student in the Hughson Unified School District and serve as the liaison between the City and the student body on matters related to youths in the community.

- B. Students wishing to serve shall make application through their high school principal. Annual appointment shall be by the Mayor subject to approval of the City Council.
- C. The Hughson City Council is interested in two (2) appointments to fill the one (1) non-voting student representative position, on the Council. One student will be appointed as the primary representative and the other student will be appointed as the alternate representative.

#### Duties and Responsibilities

- A. The agenda for City Council meetings shall provide a regular opportunity under the heading of comments for the student representative to share information concerning activities and events at the high school. City Council regular meetings are typically the 2<sup>nd</sup> and 4<sup>th</sup> Monday of the month at 6:00 pm at Hughson City Hall located at 7018 Pine Street, Hughson, CA.
- B. The student representative(s) will receive an electronic copy of the agenda for each regular and special City Council meeting. The student representative(s) will receive an electronic copy of all notices of public hearings deemed by the City Manager to be directly related to the interests and activities of youths and students in the community.
- C. The student representative (primary member or alternate member) is expected to attend each regular and/or special meeting of the City Council, as well as any additional work session or committee meeting as requested by the Mayor. The student representative shall be seated near the City Council dais and encouraged to participate in the meeting or hearing. This is a non-voting position.
- D. The City Manager, or designee, will provide the student representatives with an orientation of the organization and be available to provide mentoring and support as needed.

#### Results of Student Elections – Primary Member

On April 23, 2021, Mr. Lighthall, the Hughson High School Principal, informed City staff that the High School has changed its bylaws so that the elected student body president will serve as the primary member.

Per the City Council-approved rules for this position, appointments will be made by Mayor Carr and subject to the City Council's approval.

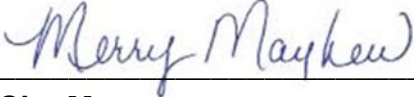
#### **Fiscal Impact:**

There is no fiscal impact for this item. The City Council Student Representative position will not be compensated.



## CITY COUNCIL AGENDA ITEM NO. 3.4

### SECTION 3: CONSENT CALENDAR

**Meeting Date:** September 12, 2022  
**Subject:** Adopt Resolution No. 2022-42, Approving the Change in Position Title, and Job Description Revisions for the Planning/Building Assistant Position to Community Development Specialist  
**Enclosure:** Community Development Specialist (Planning/Building Assistant) Job Description  
**Presented By:** Anna Nicholas, Director of Finance & Administrative Svcs.  
**Approved By:**   
City Manager

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#### **Staff Recommendation:**

Adopt Resolution No. 2022-42, approving the position title name change from Planning/Building Assistant to Community Development Specialist and approving the revisions to the job description for the position.

#### **Background and Overview:**

The last revision of the Planning/Building Assistant job description was March of 2004, and since that time operational changes have occurred which necessitate a revision of the job description to reflect current duties and a more accurate description of the Position Title.

The changes proposed will change the Position Title from Planning/Building Assistant to Community Development Specialist and the revisions within the job description reflect language changes from 'Planning and Building' to 'Community Development', in addition to duties that reflect the same.

#### **Discussion:**

Over time, City operations evolve, including the structure of municipal departments. With these changes, it is necessary to make revisions to affected job descriptions to have an accurate representation of the duties the position is responsible for. Having accurate, up-to-date information also assists in more effective recruitment efforts for

the City, by accurately portraying the position and the relative duties and responsibilities.

The major revisions made for this item are:

- Position Title change from Planning/Building Assistant to Community Development Specialist. This position performs a wide range of technical and clerical duties in all areas of the Community Development Department, not just planning and building. In addition, the title change better aligns with industry comparable positions.
- Language revisions throughout the job description from 'Planning and Building' to 'Community Development'.
- Revision of the education component of the Education and/or Experience section to bring it more in line with what is suitably desired to perform this position: changed from "a bachelor's degree with course work related to planning and building is highly desirable" to "an Associate's or Bachelor's degree with course work related to planning, building, public administration, business administration or related studies is highly desirable".

**Fiscal Impact:**

There is no fiscal impact with the approval of this item. The salary schedule remains the same and the salary for this position has been budgeted for in the Fiscal Year 2022-23 operating budget.

**CITY COUNCIL  
CITY OF HUGHSON  
RESOLUTION NO. 2022-42**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING  
THE CHANGE IN POSITION TITLE AND JOB DESCRIPTION REVISIONS FOR THE  
PLANNING/BUILDING ASSISTANT POSITION TO COMMUNITY DEVELOPMENT  
SPECIALIST**

**WHEREAS**, the Hughson City Council has adopted a Classification Plan for all positions; and

**WHEREAS**, City staff desires to continue to create greater structural hierarchy in the organizational chart and realize other related benefits; and

**WHEREAS**, an evaluation of the title and job description for the existing Planning/Building Assistant position resulted in modifications of title, and of essential functions and qualifications; and

**WHEREAS**, City staff desires to more accurately reflect the duties of the position; and

**WHEREAS**, the City of Hughson has determined that the Salary Range Schedule for the position will remain unchanged; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Hughson approves the change in position title and job description revisions for the Planning/Building Assistant position, to Community Development Specialist.

**PASSED AND ADOPTED** by the City Council of the City of Hughson at its regularly scheduled meeting on this 12<sup>th</sup> day of September 2022 by the following roll call vote:

**AYES**

**NOES:**

**ABSTENTIONS:**

**ABSENT:**

**APPROVED:**

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**GEORGE CARR, Mayor**

**ATTEST:**

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**ASHTON GOSE, Deputy City Clerk**

**CITY OF HUGHSON**  
**COMMUNITY DEVELOPMENT SPECIALIST**

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

**DEFINITION:**

Under general supervision, performs a wide range of technical and clerical support duties in the Community Development Department; receives and processes various Community Development permits; performs permit tracking and scheduling of inspections; attends a variety of meetings, including the Planning Commission and the Parks, Recreation and Entertainment Commission meetings; assists with updating City ordinances and codes; provides technical planning and building support to the Community Development Director and the public; provides assistance in editing and writing grant proposals, as well as coordinates the documentation and requests for funds and reporting for grants received; provides assistance with Public Works project management, performs other related duties as assigned.

**DISTINGUISHING CHARACTERISTICS:**

The **Community Development Specialist** is responsible for permit processing; scheduling building inspections; assisting with Public Works project management and assisting customers with Community Development questions. This classification is distinguished from the next higher classification of Community Development Director in that the Community Development Specialist performs the daily operations within the department and the latter has overall responsibility for the Community Development Department.

**SUPERVISION RECEIVED/EXERCISED:**

Receives general supervision from the Community Development Director. May provide technical and functional supervision to the Code Enforcement Officer, Building Inspector, other department staff and department interns and volunteers.

**ESSENTIAL FUNCTIONS:** *(include but are not limited to the following)*

- Performs a wide range of support duties in the Community Development Department in the areas of community and economic development, planning, building, code enforcement and public works administration.
- Serve as the first line of contact to internal and external customers on land use, planning, building, and community development-related issues; assists developers, homeowners, contractors, and the public at the front counter, over the phone and via email; Provides information regarding Community Development policies and application procedures; interprets and has knowledge of the Municipal and Uniform Building Codes and other City codes for members of the public; works cooperatively with property owners, contractors, architects, developers, engineers or their representatives to resolve questions regarding Community Development permit issuance and permit fees.



## COMMUNITY DEVELOPMENT SPECIALIST

Page 2

- Receives Community Development plans and reviews specifications for completeness and conformance to permit requirements and regulations.
- Calculates land use-related fees, building permit fees, and application fees, provides fee estimates as requested, and issues routine permits.
- Assist with reviewing applications for zoning changes; compile zoning history, size, and development features; research lot history, zoning, and entitlements.
- Performs minor building plan checks; sends the larger complex plans to a contract company to perform the plan checks; recommends corrections to violations; maintains department logs, including the status of plan checks and residential activity.
- Collaborates with the Building Inspector and Code Enforcement Officer to resolve issues; assists in scheduling inspections.
- Attends and participates in a variety of committees, including the Planning Commission, Parks, Recreation and Entertainment Commission, and other special committee and board meetings; participates in the preparation of the Planning Commission and Parks and Recreation Entertainment Commission agendas; takes and records minutes of the Planning Commission meetings, Parks and Recreation Entertainment Commission, and other special Community Development committees.
- Writes staff reports; assists in correcting and writing new ordinances; prepares and makes oral presentations; composes public notices for adjacent property owners concerning planning and building matters; research, compiles, analyzes, and develops verbiage for updates to ordinances, codes, and design expectations.
- Assists in grant writing, report preparation, and project management including billing reviews and requests for funds; prepares statistical reports which includes input and data retrieval for county, state federal, consortiums and other agencies; including information on reporting of planning, building, and public works/engineering data.
- Assist with Public Works Projects, including bids, registration of projects, project management, fund monitoring and Request for Proposals, Request for Qualifications, and Request for Information.
- Assists with department budget, project accounting, management of funds, invoice tracking and payables.
- Reviews and approves/denies business licenses and processes home occupation permits.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

## **PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:**

Position requires prolonged sitting, standing, walking, kneeling, reaching, twisting, bending, squatting, grasping, and stooping in the performance of daily activities. The position also requires repetitive hand movement and fine coordination in preparing reports using a computer keyboard. Additionally, the position requires both near and far vision in reading written reports and work-related documents. Acute

hearing is required when providing phone and personal service. The need to lift, drag and push files, paper and documents weighing up to 25 pounds is also required.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

**QUALIFICATIONS:** *(The following are minimal qualifications necessary for entry into the classification.)*

**Education and/or Experience:**

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Community Development Specialist**. A typical way of obtaining the required qualifications is to possess the equivalent of two years of experience in planning, building or community development, and a high school diploma. An Associate's or Bachelor's degree with course work related to planning, building, public administration, business administration or related studies is highly desirable.

**License/Certificate:**

Possession of, or ability to obtain, a valid Class C California driver's license.

**KNOWLEDGE/ABILITIES/SKILLS:** *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

**Knowledge of:**

Uniform Building Codes and Municipal Code sections as related to permit processes and inspection procedures; various construction methods, materials and terminology for both residential and commercial projects; basic research methods used in the collection, tabulation, analysis and application of building inspection data; permit issuance; public relations techniques and procedures; planning procedures and processes; basic principles of mathematics; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; standard office procedures, practices and equipment; modern office equipment, including a computer and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.

**Ability to:**

Read, interpret and review plans, blueprints and supporting documentation; collect, analyze and present data; explain and give zoning and planning ordinances; work with the public in a courteous and friendly manner; research, organize and disseminate information; coordinate committees; perform mathematical calculations quickly and accurately; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

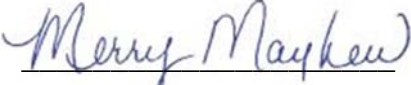
**Skill to:**

Operate standard office equipment, including a computer and variety of word processing and software applications.



## **CITY COUNCIL AGENDA ITEM NO. 3.5**

### **SECTION 3: CONSENT CALENDAR**

**Meeting Date:** September 12, 2022  
**Subject:** Approval to Award the Installation of Two Upgraded Stormwater Pumps and Associated Equipment at Sarn Park to Amerine Systems, Inc., for a Total Cost of \$19,425  
**Enclosures:** Quotes  
**Presented By:** Jose Vasquez, Public Works Superintendent  
**Approved By:**   
City Manager

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#### **Staff Recommendation:**

Approve the award and installation of two upgraded stormwater pumps and associated equipment at Sarn Park to Amerine Systems, Inc., for a total cost of \$19,425.

#### **Background and Discussion:**

On June 27, 2022, the Hughson City Council approved the project list for the American Rescue Plan Act (ARPA) funds that were received by the City of Hughson.

The project list included the installation of upgraded stormwater pumps at Sarn Park. Currently, during heavy rains, the Sarn Park Drainage Basin can fill to capacity with both 7.5 horsepower (HP) pumps pumping the stormwater to the canal. By upgrading to 10-HP pumps the performance increases an additional 280 gallons per minute in pumping capacity during heavy run-off times. To put that in perspective, the upgraded pumps will be able to pump approximately five 55-gallon barrels of water more per minute, than the current 7.5-HP pumps. Increasing the horsepower and capacity will give the advantage of a faster recovery in large storms and lower run times on each pump. In addition, there is a better chance of staying ahead of a problem if one pump gets clogged because the 2<sup>nd</sup> pump will be able to handle higher volumes of flow.

This project includes the removal of two existing 7.5-HP pumps, electrical floats, 40-amp pole breakers and starters, and installation of two 10-HP pumps, six new floats, new 80-amp pole breakers, and new starters and overloads.

Request for bids was sent to four companies, from which two responses were received:

Amerine Systems, Inc. - \$19,425  
Living Water Well Drilling & Pumps - \$65,754.39  
Anderson Pump Company – No response  
Modesto Pump Services – No response

Amerine Systems, Inc., is the lowest bid for a total cost of \$19,425.

According to the Hughson Municipal Code 3.28.030, this public works of improvement project can be contracted for through a purchase order. An Electrical Permit, at no charge, will be submitted for approval to the Community Development Department prior to the start of this project.

In addition to the upgrades outlined above, the Supervisory Control and Data Acquisition (SCADA) system, that allows Public Works staff to remotely monitor these systems, needs to be updated; however, that is a separate project that will be reviewed at a later date due to the SCADA communication network, that is used throughout the City's water distribution system and stormwater system to control, monitor and analyze the systems, needs to be upgraded.

**Fiscal Impact:**

This purchase was referenced on Resolution No. 2022-31, "Exhibit A, ARPA Projects Listing", which was approved by the City Council on June 27, 2022.

If this item is approved, Finance will increase budget appropriations for the Fiscal Year 2022-23 by \$19,425.

# Amerine Systems Inc.

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## BID PROPOSAL

DATE: 8/17/2022  
PROJECT: Hughson Storm Lift  
LOCATION: Hughson CA  
\*\*Bid at Prevailing Wage\*\*

TOTAL PRICE: \$15,825.00

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INCLUDES: Labor and equipmet to remove (2) existing pumps on rail systems and install (2) new 10 HP 230V 3 ph Shinmaywa pumps.

EXCLUSIONS: *Any changes in scope of work with added costs by Owner. Existing adapter plates and chains are to be used with new pumps. If new adapter plates or S.S. chains are needed it will be at added costs.*

CUSTOMER SIGNATURE: \_\_\_\_\_

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

ANY QUESTIONS OR COMMENTS, PLEASE CONTACT ME.

Garrett Amerine  
General Manager

The logo for Amerine Systems Inc. (ASI) features the letters 'ASI' in a large, stylized, blue serif font with a white outline and a slight shadow effect.

We are a locally based contractor with over 40 years experience.

10866 CLEVELAND AVE. OAKDALE, CA. 95361  
209-847-5968 EXT 111 FAX 209-847-9082  
LIC # 493203 DIR # 1000005707  
E-Mail -- gda@amerinesys.com

# Amerine Systems Inc.

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## BID PROPOSAL

DATE: 8/17/2022  
PROJECT: Hughson Storm Lift  
LOCATION: Hughson CA

\*\*Bid at Prevailing Wage\*\*

TOTAL PRICE: \$3,600.00

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**INCLUDES:** Labor and Material to remove existing electrical floats and install (6) new floats.  
Replace (2) existing 40amp (3) pole breakers with new 80amp (3) pole breakers.  
Replace (2) existing size 2 starters with new size 2 starters and overloads.

**EXCLUSIONS:** *Any changes in scope of work with added costs by Owner. Any parts not listed above. Testing with existing scada system will be at added costs.*

**CUSTOMER SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**ANY QUESTIONS OR COMMENTS, PLEASE CONTACT ME.**

**Garrett Amerine**  
**General Manager**

The logo for Amerine Systems Inc. (ASI) features the letters 'ASI' in a large, stylized, blue serif font with a white outline and a slight shadow effect.

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## CITY COUNCIL AGENDA ITEM NO. 3.6

### SECTION 3: CONSENT CALENDAR

**Meeting Date:** September 12, 2022  
**Subject:** Approval of the Treasurer's Investment Portfolio Report for June 2022  
**Presented By:** Ashton Gose, Management Analyst  
**Enclosure:** Portfolio of Investments, June 2022  
**Approved By:** Merry Mayhew  
City Manager

---

#### Staff Recommendation:

Review and approve the City of Hughson Treasurer's Quarterly Investment Portfolio Report for June 2022.

#### Summary:

The City Treasurer reviews the City's investment practices and approves the quarterly Portfolio of Investments Report. As of June 2022, the City of Hughson's investment total is \$2,675,749 and has a total cash and investment balance of \$30,427,868. All investment actions executed since the last report have been made in full compliance of the City of Hughson's Investment Policy. The City of Hughson will meet its expenditure obligations for the next six months as required by California Government Code Section 53646 (b) (2) and (3) respectively.

#### Discussion:

The Investment Portfolio Report is intended to provide supplementary documentation of the City of Hughson's investment practices. According to the City of Hughson's Investment Policy, the City Treasurer shall submit to the City Council a quarterly investment report containing a complete description of the portfolio, the type of investments, the issuers, maturity dates, par and dollar values, and the current market values of each component of the portfolio. As per the City's Investment Policy, when dealing with investment activities, the City of Hughson's primary objectives, in order of priority, are safety, liquidity, and return on investments.

The City of Hughson has utilized MBS Account Executive, Michael DeGeeter, as a third-party investor. According to Mr. DeGeeter, a 5-year Certificate of Deposit (CD) laddering approach is utilized for the City's investment practices. This approach



layers various CDs depending on interest rates and timing, which allows for reduced portfolio rates and a continuous stream of maturity dates. Mr. DeGeeter states that this CD approach has always spread positively for the City of Hughson and has had the highest yield of any spread thus far.

Attached is the City of Hughson Treasurer's Investment Portfolio Report for June 2022 along with supplementary graphs depicting the percentage of the City's portfolio of investments. City staff submits the following summary of investments:

#### Certificates of Deposits

The reported investments in CDs reflect the City's most current balance statement as of June 2022. The two accounts share a combined balance of \$2,590,583, comprising 96.82% of the City's total portfolio of investments. This compares with the balance in March 2022, three months prior, of \$2,638,311.

#### L.A.I.F. Investments

The reported Local Agency Investment Fund (L.A.I.F.) investments reflect the City's most current balance statement as of June 2022. The two L.A.I.F. accounts share a combined balance of \$85,166, comprising of 3.18% of the City's total portfolio of investments. This compares with the L.A.I.F. accounts balance in March 2022, three months prior, of \$85,099.

#### **Fiscal Impact:**

As of June 2022, the balance of the total investments for the City of Hughson is \$2,675,749 accounting for 8.79% of the City's total cash and investments. Of the amounts invested, 3.18% is invested in L.A.I.F. investments, and 96.82% is invested in Certificates of Deposit. City staff will continue to monitor and report on the City of Hughson's investment practices.

**City of Hughson**  
**Portfolio of Investments**  
**June 2022**

	MONEY MARKET	GENERAL	REDEVELOPMENT**	TOTAL
<b>Bank Statement Totals</b>	\$ 26,849,786.02	\$ 1,241,062.14	\$ -	\$ 28,090,848.16
Adjustment-Direct Deposit Payroll	\$ 253.53	\$ 1,188.96	\$ -	\$ -
Outstanding Deposits +	\$ 154,587.50	\$ -	\$ -	\$ 154,587.50
Outstanding Checks/transfers -	\$ (1,033.47)	\$ (492,282.86)	\$ -	\$ (493,316.33)
<b>ADJUSTED TOTAL</b>	\$ 27,003,593.58	\$ 749,968.24	\$ -	\$ 27,752,119.33
Investments: Various				\$ 1,071,637.72
Multi-Bank WWTP				\$ 1,518,945.25
Investments: L.A.I.F.		\$ 42,650.91	\$ 42,515.26	\$ 85,166.17
<b>General Ledger Adjustments</b>				
Wages Payable				0.00
<b>Total Investments</b>				\$ 2,675,749.14
<b>Total Cash &amp; Investments</b>				\$ 30,427,868.47


All investment actions executed since the last report have been made in full compliance with the Investment Policy. The City of Hughson will meet its expenditure obligations for the next six months as required by California Government Code Section 53646 (b)(2) and (3) respectively.

**Breakdown of Investments**

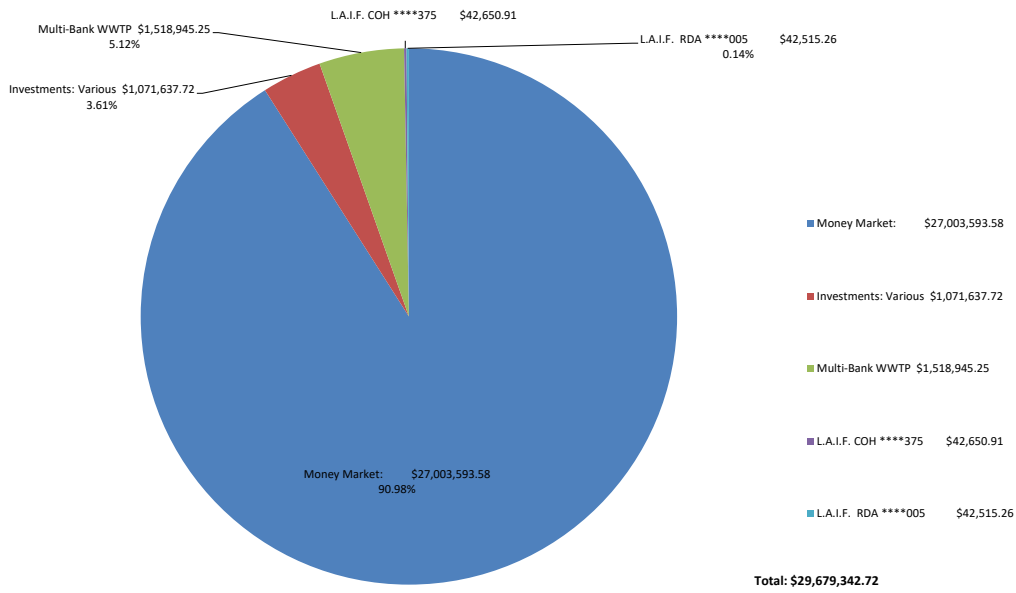
<b>Investments: Various - ***850</b>							
Description	Maturity Dates	Quantity	Opening Balance	Closing Balance	Interest Accrued	% of Portfolio	
Cash, Money Funds And Bank Deposits:			\$ 2,332.97	\$ 2,957.51	\$ -	0.28%	
<b>Total:</b>			\$ 1,077,749.50	\$ 1,071,637.72	\$ -		
Fixed Income (Certificate of Deposits)	Maturity Dates	Quantity	Market Price	Market Value	Interest Accrued	Rate of Return	% of Portfolio
SALLIE MAE BK SALT LAKE CITY UT	07/14/21-07/14/26	150,000.00	\$91.1910	\$ 136,786.50	\$ 686.30	1.090%	12.76%
American Express Centurion	04/13/22-04/14/25	142,000.00	\$97.9370	\$ 139,070.54	\$ 788.98	2.650%	12.98%
BMO HARRIS Chicago	9/28/20-3/28/25	175,000.00	\$92.4830	\$ 161,845.25	\$ 4.79	0.540%	15.10%
MEDALLION BK SAL LAKE	11/18/20-11/18/25	70,000.00	\$90.9690	\$ 63,678.30	\$ 12.66	0.600%	5.94%
TEXAS EXCHANGE BK CROWLEY	11/25/20-11/25/25	55,000.00	\$90.5940	\$ 49,826.70	\$ 4.52	0.660%	4.65%
Corporate Bond	10/30/20-10/30/25	130,000.00	\$89.0480	\$ 115,762.40	\$ 216.67	1.120%	10.80%
UBS BK USA SALT LAKE CITY	09/22/21-09/22/26	136,000.00	\$90.4770	\$ 123,048.72	\$ 28.32	1.040%	11.48%
JP Morgan Chase BK NA Columbus Ohio	11/10/20-11/10/25	250,000.00	\$90.9000	\$ 227,250.00	\$ 174.66	0.550%	21.21%
SALLIE MAE BK SALT LAKE CITY	6/3/2020-6/3/2025	55,000.00	\$93.4760	\$ 51,411.80	\$ 34.58	0.900%	4.80%
<b>Total CDs</b>				\$ 1,068,680.21	\$ 1,951.48		99.72%
<b>Total Investments: Various Holdings</b>				\$ 1,071,637.72	\$ 1,951.48		100.00%
<b>Total Portfolio Investment</b>							40.05%

<b>Multi-Bank WWTP - ***934</b>							
Description	Maturity Dates	Quantity	Opening Balance	Closing Balance	Interest Accrued	% of Portfolio	
Cash, Money Funds, and Bank Deposits:			\$2,872.11	\$ 3,760.48	\$ -	0.25%	
<b>Total:</b>			\$1,523,883.50	\$ 1,518,945.25	\$ -		
Fixed Income (Certificate of Deposits)	Maturity Dates	Quantity	Market Price	Market Value	Interest Accrued	Rate of Return	% of Portfolio
GOLDMAN SACHS	11/26/21-11/26/24	100,000.00	\$91.8670	\$ 91,867.00	\$ 122.78	1.410%	6.05%
STATE BK INDIA Chicago	7/10/20-7/10/25	98,000.00	\$93.1540	\$ 91,290.92	\$ 459.12	1.070%	6.01%
STATE BK INDIA New York	06/10/20-06/10/2025	125,000.00	\$93.4650	\$ 116,831.25	\$ 71.92	1.120%	7.69%
BMW BK NORTH AMER	8/14/20-08/14/23	55,000.00	\$97.1220	\$ 53,417.10	\$ 61.48	0.300%	3.52%
MEDALLION BK SALT LAKE	11/18/20-11/18/25	125,000.00	\$90.9690	\$ 113,711.25	\$ 22.60	0.600%	7.49%
GOLDMAN SACHS	05/19/21-05/19/26	90,000.00	\$91.0800	\$ 81,972.00	\$ 24.41	0.980%	5.40%
GOLDMAN SACHS	09/09/21-09/08/26	163,000.00	\$91.0100	\$ 148,346.30	\$ 665.84	1.150%	9.77%
AMERANT BK	02/14/22-02/16/27	250,000.00	\$92.2990	\$ 230,747.50	\$ 1,490.41	1.730%	15.19%
American Express	04/13/22-04/14/25	83,000.00	\$97.9370	\$ 81,287.71	\$ 461.16	2.650%	5.35%
TEXAS EXCHANGE	9/11/20-12/11/24	250,000.00	\$93.3250	\$ 233,312.50	\$ 65.07	0.530%	15.36%
SALLIE MAE	7/1/20-7/1/25	98,000.00	\$92.6380	\$ 90,785.24	\$ 386.63	0.860%	5.98%
Corporate Bond	11/18/20-11/18/25	200,000.00	\$90.8082	\$ 181,616.00	\$ 233.33	1.100%	11.96%
<b>Total CDs</b>				\$ 1,515,184.77	\$ 4,064.75		99.75%
<b>Total Multi-Bank WWTP Holdings</b>				\$ 1,518,945.25	\$ 4,064.75		100.00%
<b>Total Portfolio Investment</b>							56.77%

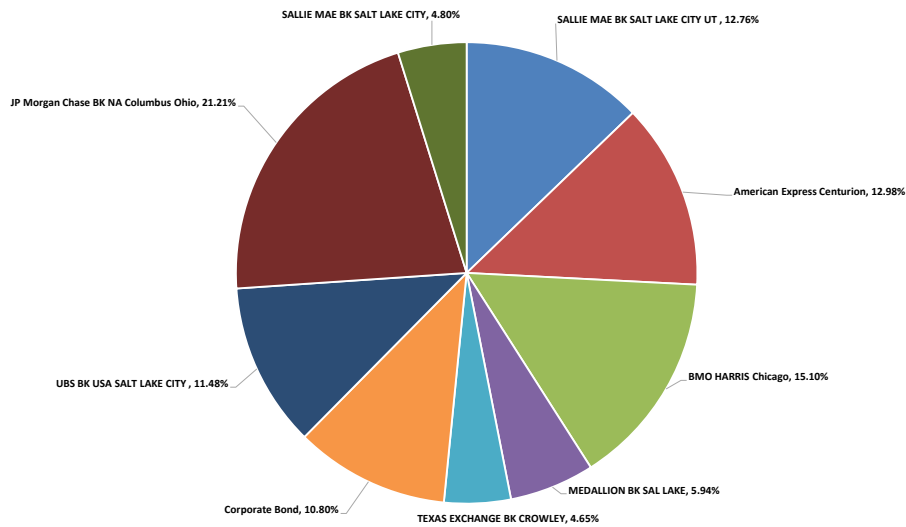
<b>L.A.I.F. Investments</b>							
Account #	Quarterly Interest		Interest Rate	Total			% of Investment
	Quarter Begin	Principal as of March 2022					
****375 COH	\$ 42,617.33	\$ 33.58	0.026%	\$ 42,650.91			50.08%
****005 RDA	\$ 42,481.78	\$ 33.48	0.026%	\$ 42,515.26			49.92%
<b>Total L.A.I.F Investments Holdings</b>				\$ 85,166.17			100.00%
<b>Total Portfolio Investment</b>							3.18%

  
 Prepared By: Ashton Gose      Management  
 Analyst  
 Date

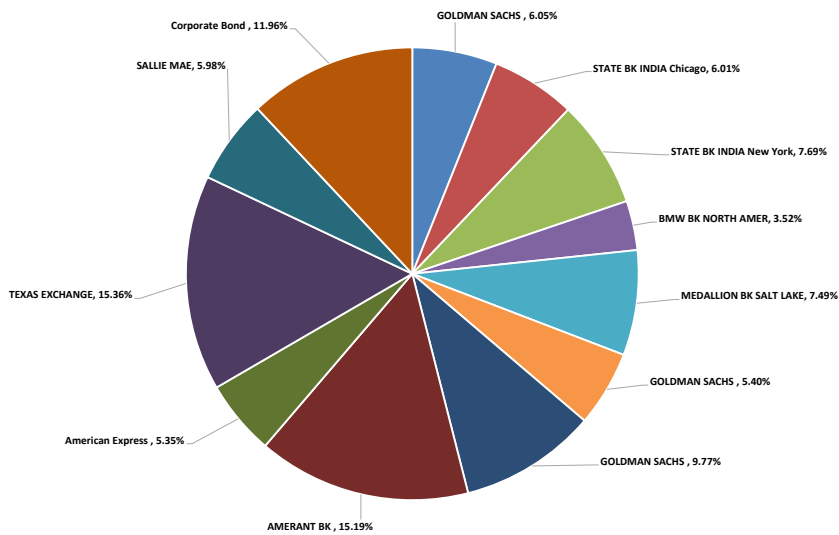
### Total Portfolio of Investment (Including Money Market Cash) June 2022



### Breakdown of Investments: Various - \*\*\* 850 June 2022



### Breakdown of Multi-Bank WWTP - \*\*\* 934 June 2022





## **CITY COUNCIL AGENDA ITEM NO. 6.1**

### **SECTION 6: NEW BUSINESS**

**Meeting Date:** September 12, 2022  
**Subject:** Adopt Resolution No. 2022-43, Awarding the Grading Improvements to the Well 8 Domestic Well Site to Dirt Dynasty, in the Not to Exceed Amount of \$33,740 and Authorizing a 10% Construction Contingency as well as a 10% Set-aside for Construction Management; and Authorizing the City Manager to Execute the Construction Contract  
**Enclosures:** Well 8 Entrance Repair Engineer Estimate, Bids and Plan Set  
**Presented By:** Carla Jauregui, Community Development Director  
**Approved By:** Merry Mayhew

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#### **Staff Recommendations:**

1. Adopt Resolution No. 2022-43, awarding the grading improvements to the Well 8 Domestic Well Site to Dirt Dynasty in the not to exceed amount of \$33,740, and authorizing a 10% construction contingency and a 10% set-aside for construction management.
2. Authorize the City Manager to execute the construction contract with the lowest responsible bidder, inclusive of any final edits by the City Attorney.

#### **Background and Overview:**

On January 8, 2007, the Hughson City Council adopted Ordinance No. 06-14 approving a Development Agreement between the City of Hughson and Fitzpatrick Homes-Hughson, LLC for the development known as Legacy formerly Euclid North, which included the requirement of the construction of Well Number 8 in accordance with the adopted 2003 Water System Master Plan. The developed Water System Master Plan addressed the demand on the water system due to future growth. The project's estimated demand on the water system, as well as anticipated future growth in the area, required a new water well to be located within the project boundaries.

On January 14, 2008, the Hughson City Council adopted Resolution 2008-05 declaring the need to expedite the installation of Well Number 8 and invoking its rights and remedies

pursuant to a development agreement with Fitzpatrick Homes-Hughson, LLC, (Euclid North Subdivision) due to the availability of reserves and otherwise unencumbered capacity of the water system nearing a state of depletion. Being that the Euclid North subdivision had yet to begin construction, the City elected to assume control of the well installation to ensure the sufficient and timely attainment of the additional system capacity.

At its regularly scheduled meeting of November 23, 2009, the City Council adopted Resolution No. 2009-83, awarding a construction contract to low bidder GSE Construction for Well No. 8 improvements, and connecting pipelines. The well and improvements were completed with some modifications to meet requirements for site design and were accepted on October 10, 2011.

The Euclid North subdivision improvements were constructed, and the construction of homes commenced 15 years after the adoption of Ordinance No. 06-14.

### **Discussion:**

The Well 8 domestic well site was originally planned to develop in conjunction with the development of the Euclid North subdivision. Due to changes in market conditions, which for several years after the recording of the Development Agreements did not support development of residential units for sale, the construction of the project was placed on hold leaving the construction of improvements to be stalled as well. The City shortly after elected to assume control of the well installation to ensure the sufficient and timely attainment of the additional system capacity required per the 2003 Water System Master Plan.

Construction of the well required some modifications to the original plans, however, once construction of the subdivision commenced, the plans that were approved in 2007 did not match the as-built grading of the well site, leaving a discrepancy in grading between the existing site and the new improvements. At this time, the corrections need to be made to match the existing grading and conform to the existing curb, gutter, and sidewalk, as the subdivision improvements have not been accepted pending this correction.

On July 20, 2022 an informal bid request went out to the City's Plan Holders List requesting bids for the project which closed on August 16, 2022.

### **Fiscal Impact:**

The engineer's estimate for the probable construction cost of the project in July 2021 was \$26,940, however with inflation and the cost of materials rising in the last year, the estimate was expected to be approximately 50-70% higher. Staff received two bids in the amounts of \$33,740 from Dirt Dynasty and \$95,328.75 from United Pavement Maintenance. Staff has determined the lowest responsible bid to be in the amount of \$33,740 which is more closely aligned with the outdated engineer's estimate, and well under what was anticipated. With a 10% contingency and 10% for construction

management, the total estimated cost of the project is \$40,488. The improvements will be funded by the Water Fixed Asset Replacement Fund (Fund 255). If approved, Finance will increase budget appropriations in Fund by \$40,488. As of the end of August 2022, Fund 255 has a balance of \$955,618.

**CITY OF HUGHSON  
CITY COUNCIL  
RESOLUTION NO. 2022-43**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON AWARDING  
THE GRADING IMPROVEMENTS TO THE WELL 8 DOMESTIC WELL SITE TO  
RESPONSIBLE LOW BIDDER DIRT DYNASTY, IN THE AMOUNT OF \$33,740 AND  
AUTHORIZING A 10% CONSTRUCTION CONTINGENCY AS WELL AS A 10%  
CONSTRUCTION MANAGEMENT AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE THE FINAL CONSTRUCTION CONTRACT**

**WHEREAS**, the Well 8 Domestic Well Site Grading Improvements Project was competitively bid pursuant to Public Contract Code §22032(b); and

**WHEREAS**, two sealed bids were received and opened on August 16, 2022 and the responsible low bidder was Dirt Dynasty with a bid of \$33,740 and

**WHEREAS**, the Engineer's estimate for the project was \$26,940; and

**WHEREAS**, the bid has been analyzed and determined to meet the City of Hughson's request for the Well 8 Domestic Well Site Grading Improvements Project; and

**WHEREAS**, funding for the project is available through the Water Fixed Asset Replacement Fund (255) and the funding will be included in the City of Hughson Adopted Fiscal Year 2022-2023 Budget; and

**WHEREAS**, a 10% construction contingency, as well as a 10% construction management, is needed for the project budget.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Hughson does hereby award the Well 8 Domestic Well Site Grading Improvements Project to the responsible low bidder Dirt Dynasty in the amount of \$33,740, authorizes a 10% construction contingency as well as a 10% set-aside for construction testing and inspection, for a total project cost of \$40,488, and authorizes the City Manager to execute the final construction project contract with Dirt Dynasty, inclusive of any final edits from the City Attorney.

**PASSED AND ADOPTED**, by the City Council of the City of Hughson at its regular meeting held on this 12<sup>th</sup> day of September 2022 by the following roll call votes:

**AYES:**

**NOES:**

**ABSTENTIONS:**

**ABSENT:**

**APPROVED:**

\_\_\_\_\_  
**GEORGE CARR, Mayor**

**ATTEST:**

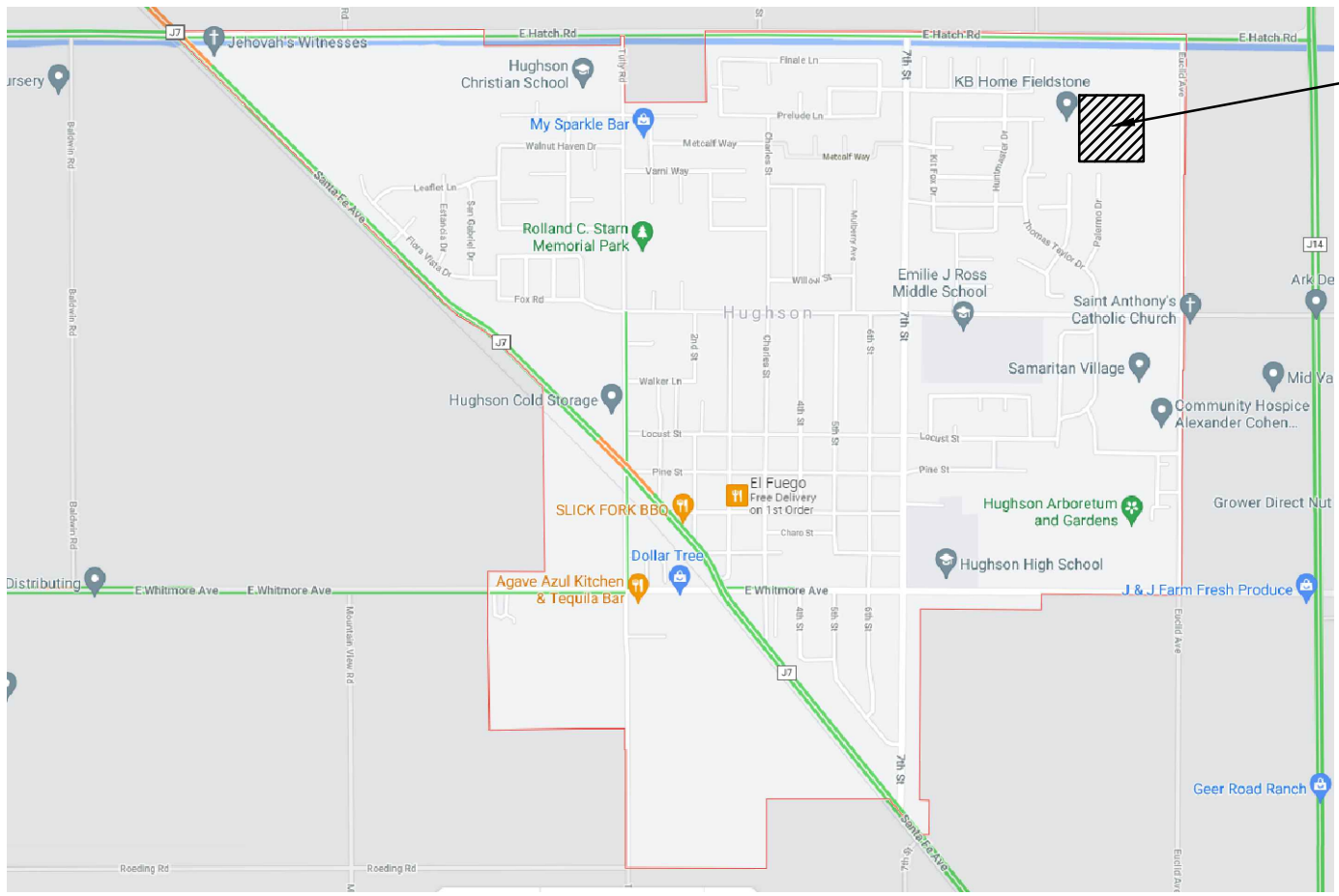
\_\_\_\_\_  
**ASHTON GOSE, Deputy City Clerk**



**City of Hughson  
Hughson Well Site  
Engineer's Opinion of Probable Construction Cost**

Item #	Contract Item	Quantity	Unit	Unit Cost	Cost
1	Mobilization(10%)	1	LS	\$2,000.00	\$2,000.00
2	Traffic Control Plan(10%)	1	LS	\$2,000.00	\$2,000.00
3	Remove and Construct 4" Thick PCC sidewalk	80	SF	\$20.00	\$1,600.00
4	Remove and Reconstruct 6" Thick PCC Driveway Approach	165	SF	\$40.00	\$6,600.00
5	Remove and and reconstrcut Asphalt Concrete Pavement	130	SF	\$20.00	\$2,600.00
6	Construct Retaining PCC Curb, Hieght Vairies 0"- 8"	10	LF	\$40.00	\$400.00
7	Remove and Reconstruct 12" PCC Strip	30	LF	\$75.00	\$2,250.00
8	Remove and Re-Install Sliding motor gate and reconnect	1	EA	\$5,000.00	\$5,000.00
	<b>Total Estimate Construction Cost</b>			<b>Sub-Total =</b>	<b>\$18,450.00</b>
	<b>Contingency (20% of Sub-Total)</b>				<b>\$3,690.00</b>
				<b>TOTAL =</b>	<b>\$22,140</b>

Date 21-Jul-21



# CITY OF HUGHSON

## CALIFORNIA

# CONSTRUCTION PLANS

## FOR

## GRADING IMPROVEMENTS

## ON

## DOMESTIC WELL SITE

### HOLD HARMLESS INDEMNIFICATION CLAUSE:

THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY OF BELL AND THE PRIVATE ENGINEERS HARMLESS FOR ANY AND ALL LIABILITY; REAL OR ALLEGED, IN CONNECTIONS WITH PERFORMANCE OF WORK ON THIS PROJECT. OFF-SITE DISPOSAL OF FOOTING, UTILITIES, COLD MILLING, PAVING AND LANDSCAPING EXCAVATION MATERIAL IS THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE INCLUDED IN HIS BID. THE CONTRACTOR SHALL HOLD THE CITY AND ENGINEER HARMLESS AS A RESULT OF ANY CLAIMS ARISING FROM ACTIONS EN ROUTE TO OR AWAY FROM THE SITE.

### NPDES NOTES:

1. ERODED SEDIMENTS AND OTHER POLLUTANTS MUST BE RETAINED ON SITE AND MAY OR MAY NOT BE TRANSPORTED FROM THE SITE VIA SHEET FLOW, SWALES, AREA DRAINS, NATURAL DRAINAGE COURSES, OR WIND.
2. STOCKPILES OF EARTH AND OTHER CONSTRUCTION RELATED MATERIALS MUST BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY THE FORCES OF WIND OR WATER.
3. FUELS, OILS, SOLVENTS, AND OTHER TOXIC MATERIALS SHALL BE STORED IN ACCORDANCE WITH THEIR LISTING AND ARE NOT TO CONTAMINATE THE SOIL AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER.
4. SPILLS MUST BE CLEANED UP IMMEDIATELY AND DISPOSED OF IN A PROPER MANNER. SPILLS MAY NOT BE WASHED INTO THE DRAINAGE SYSTEM. EXCESS OR WASTE CONCRETE MAY NOT BE WASHED INTO THE PUBLIC WAY OR ANY OTHER DRAINAGE SYSTEM.
5. PROVISIONS SHALL BE MADE TO RETAIN CONCRETE WASTES ON SITE UNTIL THEY CAN BE DISPOSED OF AS SOLID WASTE. TRASH AND CONSTRUCTION RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION OF RAINWATER AND DISPERSAL BY WIND. SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC.
6. THE CONSTRUCTION ENTRANCE ROADWAYS MUST BE STABILIZED SO AS TO INHIBIT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC WAY. ACCIDENTAL DEPOSITIONS MUST BE SWEEPED UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS. ANY SLOPES WITH DISTURBED SOILS OR DENUDED OF VEGETATION MUST BE STABILIZED AS TO INHIBIT EROSION BY WIND AND WATER.

### PUBLIC UTILITIES CONTACTS

**MAPPING:**  
CHARTER COMMUNICATIONS  
DOUG KYLER  
DL-socal-charter-engineering@charter.com  
(775) 350-1292

**MAPPING:**  
STANISLAUS COUNTY  
JUAN MADONADO  
maldonado@stancounty.com  
(209) 499-3989

**MAPPING:**  
PGE DISTR MODESTO  
DELINEATIONMAPREQUESTS@PGE.COM  
(408) 940-2197

**MAPPING:**  
LEVEL 3 COMMUNICATION  
JIM RICKARD  
jim.rickard@centurylink.com  
(918) 547-9327

**MARKING CONTACT**  
TURLOCK IRRIGATION DISTRICT  
PANG EN  
pnen@tid.org  
(209) 883-8437

**DATABASE:**  
COMCAST NORTHERN CALIFORNIA  
CAL DESIGN  
Cal\_Design@cable.comcast.com  
(925) 424-0278

**ENGINEERING:**  
STANISLAUS COUNTY  
ERIC MOORE  
mooree@stancounty.com  
(209) 499-3663

**ENGINEERING:**  
CITY OF HUGHSON PUBLIC WORKS  
dchase@hughson.org  
(562) 883-4054

**ENGINEERING:**  
CVIN LLC  
KYLE ANDERSON  
Randerson@cvin.com  
(559) 554-9115

**ENGINEERING:**  
ORANGE TRANSFER STATION  
2050 N GLASSELL ST,  
ORANGE, CA 92865  
(714) 558-7761

### ABBREVIATIONS:

AC	ASPHALT CONCRETE
ARHM	ASPHALT RUBBER HOT MIX
CAB	CRUSHED AGGREGATE BASE
CL	CENTERLINE
EL	ELEVATION
EXIST	EXISTING
FS	FINISHED SURFACE
GB	GRADE BREAK
LF	LINEAR FOOT
PCC	PORTLAND CEMENT CONCRETE
PROP	PROPOSED
R/W	RIGHT-OF-WAY
SF	SQUARE FOOT
SPPWC	STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION
STA	STATION
TC	TOP OF CURB
VCP	VITRIFIED CLAY PIPE

### GENERAL NOTES:

1. ALL WORK SHALL CONFORM TO THE APWA "GREENBOOK" STANDARD PLANS AND SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION, INCLUDING SUPPLEMENTS.
2. WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE COMPLETED WITHOUT DELAY SO AS TO PROVIDE MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO THE TRAVELING PUBLIC.
3. THE CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORM WATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL WORK IN CONNECTION WITH CONSTRUCTION ACTIVITIES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA, AND RELOCATION COSTS OF ALL EXISTING UTILITIES. PERMITTEE MUST INFORM CITY OF CONSTRUCTION SCHEDULE AT LEAST TWO WEEKS PRIOR TO BEGINNING OF CONSTRUCTION.
5. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO TIE OUT AND REPLACE ALL STREET CENTERLINE MONUMENTS AND ALL MONUMENTS AND REPLACEMENT OF DISTURBED OR COVERED EXISTING MONUMENTS.
6. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO APPLY TO THE CITY ENGINEER'S OFFICE, PERMIT SECTION, PRIOR TO CONSTRUCTION FOR AN ENCROACHMENT PERMIT FOR ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY.
7. NO TRENCHES MAY BE LEFT OPEN OVERNIGHT UNLESS APPROVED BY CITY ENGINEER.
8. IF ANY UTILITIES OR FACILITIES CONFLICT WITH PROPOSED IMPROVEMENTS, ALL WORK SHALL STOP, AND THE CITY ENGINEER SHALL BE NOTIFIED IMMEDIATELY.
9. ALL TRAFFIC CONTROL DEVICES AND SIGNS SHALL BE IN PLACE PRIOR TO PAVING. STREET STRIPING SHALL BE COMPLETED PRIOR TO STREET OPENING. TRAFFIC CONTROL SHALL BE APPROVED BY THE CITY ENGINEER.
10. DRIVEWAY LOCATION INFORMATION IS TO BE FIELD VERIFIED AND APPROVED BY CITY ENGINEER.
11. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.) AS REQUIRED PRIOR TO THE START OF WORK. UPON EXPOSING ANY UTILITY'S UNDERGROUND FACILITY THE CONTRACTOR SHALL NOTIFY THAT UTILITY IMMEDIATELY.
12. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL SUBSTRUCTURES WITHIN THE ALIGNMENT OF THE PROPOSED IMPROVEMENTS, AND IN THE EVENT OF SUBSTRUCTURE DAMAGE, HE SHALL BEAR THE TOTAL COST OF REPAIR OR REPLACEMENT AT NO ADDITIONAL COST TO CONTRACT.
13. THE CONTRACTOR SHALL NOT CONDUCT ANY OPERATIONS OR PERFORM ANY WORK PERTAINING TO THE PROJECT BETWEEN 9:00 P.M. AND 5:00 A.M. ON ANY DAY NOR ON FRIDAYS, SATURDAYS, SUNDAYS (EXCEPT AT NIGHT) OR HOLIDAYS, AT ANY TIME EXCEPT AS APPROVED BY THE CITY ENGINEER.
14. TREES, FOLIAGE, SIGNS, AND OTHER IMPROVEMENTS SHALL BE PROTECTED IN PLACE AND ANY DAMAGE TO EXISTING IMPROVEMENTS SHALL BE REPLACED IN KIND AT NO ADDITIONAL COST TO CONTRACT.
15. THE CONTRACTOR IS ADVISED THAT ALL EXCAVATED MATERIALS SHALL BECOME HIS PROPERTY AND SHALL BE REMOVED FROM THE JOB-SITE UNLESS INSTRUCTED BY THE CITY ENGINEER TO DO OTHERWISE.
16. THE CONTRACTOR SHALL BE RESPONSIBLE DURING ALL PHASES OF THE WORK TO PROVIDE FOR PUBLIC SAFETY AND CONVENIENCE. THE CONTRACTOR SHALL ESTABLISH ADEQUATE ACCESS TO DRIVEWAYS AT THE END OF EACH WORKING DAY TO THE SATISFACTION OF THE CITY ENGINEER.
17. THE CONTRACTOR SHALL RELOCATE/ADJUST EXISTING UTILITY BOXES, VALVES, AND VAULTS TO GRADE AND THE COSTS ARE TO BE INCLUDED IN THE VARIOUS BID ITEMS AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.
18. THE CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN FOR THE COMPLETION OF THE PROPOSED IMPROVEMENTS PER THE CURRENT CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) TO THE SATISFACTION OF THE CITY ENGINEER. THE CONTRACTOR WILL BE ALLOWED TO CLOSE LANES WITHIN THE PROJECT AREA ONLY WITHIN THE HOURS STATED IN THE PROJECTS SPECIAL PROVISIONS.
19. THE CONTRACTOR SHALL PROVIDE A 72-HOUR NOTIFICATION TO THE AFFECTED PROPERTIES, POLICE DEPARTMENT, AND FIRE DEPARTMENT IN THE EVEN OF A CHANGE IN STREET CLOSURE TO TRAFFIC AND/OR PUBLIC SAFETY VEHICLES, PARKING RESTRICTIONS, AND ON EACH MONDAY MORNING DURING THE CONSTRUCTION PERIOD.
20. AS REQUIRED BY THE CITY ENGINEER, THE CONTRACTOR SHALL FURNISH AND OPERATE A SELF-LOADING MOTOR SWEEPER WITH SPRAY NOZZLES AT LEAST TWICE EACH WORKING DAY TO KEEP PAVED AREAS ACCEPTABLY CLEAN WHEREVER CONSTRUCTION, INCLUDING RESTORATION IS INCOMPLETE.
21. ALL PORTLAND CEMENT CONCRETE (P.C.C.) AND ASPHALTIC CONCRETE (A.C.) SHALL BE REMOVED TO A SAWCUT.
22. CONTRACTOR SHALL IMPLEMENT DUST CONTROL MEASURES AT ALL TIMES.
23. CONTRACTOR SHALL PROTECT EXISTING IRRIGATION LINES AND SPRINKLER HEADS BEHIND EXISTING CURB. THE CONTRACTOR SHALL REPLACE ANY DAMAGED LINES AND SPRINKLER HEADS AT HIS OWN EXPENSE.
24. RECORD DRAWINGS OF THE COMPLETED PROJECT SHALL BE SUBMITTED FOR APPROVAL BY THE CITY ENGINEER.
25. CONTRACTOR SHALL NOTIFY ALL AFFECTED BUSINESSES IN WRITING AT LEAST TWO (2) FULL WORKING DAYS BEFORE THE START OF ANY CONSTRUCTION AS SPECIFIED.
26. CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (DIG ALERT) AT 811 TWO (2) FULL WORKING DAYS PRIOR TO START OF WORK. CONTRACTOR MUST OBTAIN AND MAINTAIN VALID DIG ALERT REFERENCE NUMBER THROUGH THE DURATION OF THE PROJECT AS NECESSARY FOR CONSTRUCTION.
27. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
28. CONTRACTOR SHALL PREPARE A WET WEATHER EROSION CONTROL PLAN DELINEATING BMPS TO BE INSTALLED PER NPDES, SWPPP, SUSMP, AND LID LOCAL, STATE, AND FEDERAL REGULATIONS TO BE APPROVED BY THE CITY ENGINEER PRIOR TO THE START OF CONSTRUCTION



Know what's below.  
Call before you dig.



DESIGNED: BR

DRAWN: BR

CHECKED: TY



CITY OF HUGHSON  
PUBLIC WORKS DEPARTMENT  
7018 PINE STREET  
HUGHSON, CALIFORNIA 95326  
209.883.4054



DOMESTIC WELL SITE  
TITLE SHEET

DATE:

JULY 28, 2021

SCALE:

PER PLAN

PROJECT No.:

SHEET:

1

OF

2





# CITY OF HUGHSON COMMUNITY DEVELOPMENT DEPARTMENT

## Addendum Number 1

### WELL SITE IMPROVEMENTS

To all bidders receiving an invitation to submit an Informal Bid for the Construction of **WELL SITE IMPROVEMENTS**, which are to be received by the City of Hughson, until COB Day August 16, 2022:

**The intent of this Addendum No. 1 is to provide modify Specifications for the project and to change the contract from a Lump Sum project to a Unit Price contract:**

- I. Modified Specifications are provided as part of the attachment
- II. Bidders need to fill out the Bid Item List and submit as part of their Informal Bid
- III. Traffic Control Plan is being asked for, the TCCP can be simple and straightforward.
- IV. Temporary closure to prevent public access at the end of the day is required.
- V. Encroachment permit is required by the contractor. There's no cost to this permit.
- VI. Construction staking is the responsibility of the contractor to ensure that location and elevations of new items of construction satisfy the construction plans and/or site conditions.

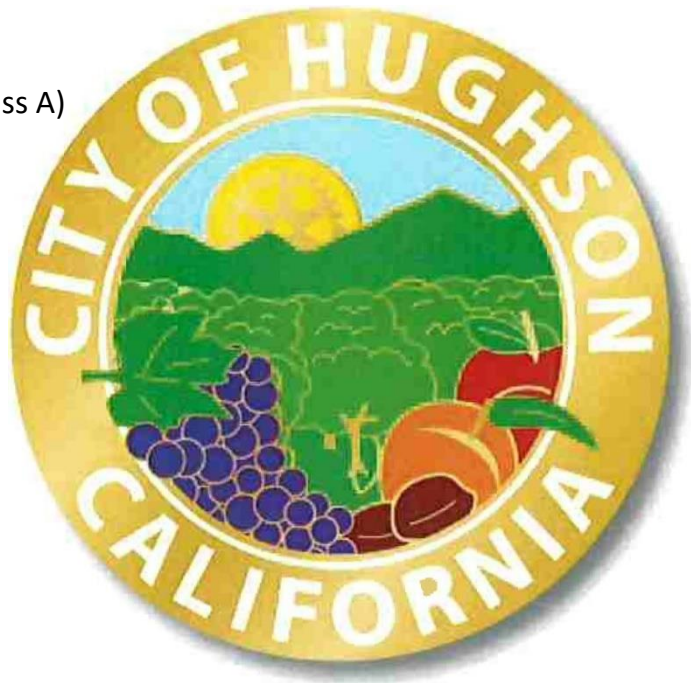
Date: July 21, 2022

BY ORDER OF THE CITY OF HUGHSON  
COMMUNITY DEVELOPMENT DEPARTMENT

Prepared By Gary Taylor  
Willdan Engineering

SUBMITTING CONTRACTOR  
Dirt Dynasty, Inc.  
PO Box 67  
Farmington, CA 95230

Contractors License #1009473 (Class A)  
DIR #1000035884



*CITY OF  
HUGHSON  
COMMUNITY DEVELOPMENT DEPARTMEN  
T*

**NOTICE TO BIDDERS  
& SPECIAL PROVISIONS**

**FO  
R  
WELL SITE IMPROVEMENTS**

**INFORMAL BID SUBMITTAL BY COB DAY AUGUST 16, 2022**

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For use in Connection with federally funded Local Assistance construction projects administered under the Standard Specifications Dated 2018 and Standard Plans Dated 2018 of the California

Department of Transportation; and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished; and the City of Hughson Improvement Standards dated October 10, 2007, insofar as the same may apply and in accordance with the Special Provisions.

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These Special Provisions contained herein have been prepared by or under the direction of the following Registered Person.

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**REGISTERED CIVIL ENGINEER**  
**Gary Taylor, PE**



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## **DOCUMENT ORGANIZATION**

STANDARD PLANS LIST

NOTICE TO BIDDERS

SPECIAL PROVISIONS

ORGANIZATION

DIVISION I GENERAL PROVISIONS

1. GENERAL
2. BIDDING
3. CONTRACT AWARD AND EXECUTION
4. SCOPE OF WORK
5. CONTROL OF WORK
6. CONTROL OF MATERIALS
7. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC
8. PROSECUTION AND PROGRESS
9. PAYMENT

## CALTRANS 2018 STANDARD PLANS LIST

The standard plan sheets applicable to this Contract include those listed below. The applicable revised standard plans (RSPs) listed below are included in the project plans.

RSPA87A	<b>CURBS, DRIVEWAYS, DIKES, CURB RAMPS AND ACCESSIBLE PARKING</b>
RSPA87B	Curbs and Driveways
RSPABBB	
	<b>TEMPORARY WATER POLLUTION CONTROL Temporary Water</b>
	Pollution Control Details (Temporary Silt Fence)
	Temporary Water Pollution Control Details (Temporary Fiber Roll)
T51	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
T56	
T61	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
T62	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
T63	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
T64	

CITY OF HUGHSON  
COMMUNITY DEVELOPMENT DEPARTMENT

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## NOTICE TO BIDDERS

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This is an Informal Bid that must be submitted by email to Carla Jauregui at [cjauregui@hughson.org](mailto:cjauregui@hughson.org) by COB Day August 16, 2022 for **WELL SITE IMPROVEMENTS**. At this time, City anticipates taking this project to the City Council on August 22, 2022 for awarding.

**The work generally consists of, but is not limited to the following: demolition, clearing, grubbing, drainage improvements, concrete flatwork, roadway excavation and grading, roadway paving, and striping. The contractor shall include in his bid to provide all labor, tools and materials for a complete project in conformance with the intent shown on the drawings and specified herein.**

**Procurement of Plans and Special Provisions:** The contract documents are entitled **WELL SITE IMPROVEMENTS**. All contract documents, plans, and specifications have been provided to contractors currently on the Plans Holder List. Any general questions can be directed to Carla Jauregui at (209) 883-4054. Any technical questions can be directed to the City of Hughson's Consultant, Willdan Engineering, (Contact: Gary Taylor) 925.914.9180. Plans and specifications have been provided by email to eligible contractors listed on the City's Plan Holders List. Email contact Mr. Gary Taylor at [gtaylor@willdan.com](mailto:gtaylor@willdan.com) for access to electronic documents. Upon contacting, Willdan Engineering will add the contractor to the Registered Plan Holders List. Only registered plan holders will be permitted to submit a bid for the project.

Plans and special conditions are based on the use of the 2018 Caltrans Standard Specifications and all supplements.

**Bid Bond:** Bids, accompanied by a cash deposit or a certified check or a bid bond payable to the City of Hughson in the amount of ten percent (10%) of the total amount of the bid, must be in the hands of Community Development Director, City Hall, 7018 Pine Street, Hughson, CA 95326, prior to the hour advertised for the opening of bids. All bids will be opened at the noticed hour.

**Pre-Bid Meeting:** No Pre-Bid meeting is scheduled.

**Required Contractor's License(s):** Under Public Contract Code section 3300 and Business and Professions Code section 7028.15(e), the City of Hughson requires that the contractor possess a valid **Class A** contractor's license at the time that the contract is awarded. Failure to possess the specified license will render the bid non-responsive and will bar the award of the contract to any bidder not possessing such license at the time of the award.

**Required Contractor and Subcontractor DIR Registration:** The City of Hughson will accept bids only from bidders that (along with all subcontractors listed) are currently registered and qualified to perform public work pursuant to Labor Code section 1725.5; provided, however, that if a bidder is a joint venture (Business & Professions Code § 7029.1) then City of Hughson may accept a non-complying bid provided that the bidder and all listed subcontractors are registered at the time the contract is awarded. Please provide a State issued Department of Industrial

Relations (DIR) registration number with the bid proposal. Information on registration with the DIR is available at: <https://efiling.dir.ca.gov/PWCR>. This is a separate requirement from the Contractors State License Board licensing requirement.

**Form of Bid:** Each bid must be submitted by Email at COB Day on August 16, 2022. Bid will be submitted using the attached BID ITEM LIST furnished by The City. All bids must be submitted in conformance with this Notice and with the instructions contained in Caltrans Standard Specifications for Construction, which by this reference is made a part of the Notice Inviting Bids.

**Substitution of Securities:** In accordance with Public Contract Code section 22300, substitution of eligible and equivalent securities for any moneys withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder. Such equivalent securities must be deposited with City of Hughson or with a state or federally chartered bank as the escrow agent who will then pay such moneys to the contractor. Upon satisfactory completion of the contract, the securities will be returned to the contractor. Securities eligible for investment include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the contractor and City of Hughson. The contractor will be the beneficial owner of any securities used to secure its performance. Any escrow agreement will be substantially similar to the form set forth in Public Contract Code section 22300.

**Labor Code Compliance:** Any contract entered into pursuant to this Notice will incorporate the applicable provisions of the California Labor Code.

**Prevailing Wage Laws:** The successful bidder must comply with all prevailing wage laws applicable to the project, and related requirements contained in the contract documents. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the City of Hughson, and may be obtained from the DIR website: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Upon request, City of Hughson will make available copies to any interested party. Also, the successful bidder must post the applicable prevailing wage rates at the work site.

**Payroll Records and Prevailing Wage Monitoring:** This project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations. (Labor Code § 1771.4.). Each contractor and subcontractor must keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the contractor or subcontractor in connection with the public work. These records must be certified and made available for inspection at all reasonable hours at the principal place of the contractor as required by Labor Code section 1776. In the case of state-funded public works projects, certified payroll reports must be provided to City of Hughson on a weekly basis.

**Reservation of Rights:** The City Board reserves the right to reject any or all bids, waive any irregularities in the bids, and to make an award or any rejection in what it alone considers to be in the best interest of the City.

**Bid Protest Procedure:** Any bid protest must be in writing and received by City at 7018 Pine

Street, Hughson California, before 5:00 p.m. no later than two working days following bid posting of the informal bids received by the cutoff date and must strictly comply with the requirements set forth in this Bid Protest Procedure.

1. **General.** Only a bidder who has actually submitted a responsive bid proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
2. **Protest Contents.** The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Bid Form, Contract Documents, or bidding documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.
3. **Copy to Protested Bidder.** A copy of the protest and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
4. **Response to Protest.** The protested bidder may submit a written response to the protest, provided the response is received by City before 5:00 p.m., within two working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.
5. **Copy to Protesting Bidder.** A copy of the response and all supporting documents must be concurrently transmitted by fax or by email, by or before the Response Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
6. **City's Decision.** The scope of the bid protest considered by the City shall be limited to the issues set forth in the bid protest timely filed pursuant to this Policy. The City may take any action on the bid protest that is authorized by law, including adoption of City staff's recommended determination of the bid protest, adoption of a determination different from that recommended by City staff, or the rejection of all bids without deciding the bid protest. The decision of the City on a bid protest shall be the final administrative action on the protest and shall exhaust the protesting bidder's administrative remedies.

7. **Exclusive Remedy.** The procedure and time limits set forth in this Bid Protest Procedure are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.
8. **Right to Award.** The City Council reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a notice to proceed with the Work notwithstanding any pending or continuing challenge to its determination.
9. **Rejection of All Bids.** The filing of a bid protest shall not preclude the City from rejecting all bids. Rejecting all bids shall render a protest moot and terminate all protest proceedings.

The Number of Working Days for this project is **20**. Bids are required for the entire work described herein

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Ashton Gose  
Deputy City Clerk  
City of Hughson

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Date

**BID ITEM LIST  
(USED TO SUBMIT INFORMAL BIDDING PURPOSES)  
BID SCHEDULE A**

<b>ITEM NO</b>	<b>ITEM CODE</b>	<b>ESTIMATE D QUANTITY</b>	<b>UNIT OF MEASURE</b>	<b>PRICE PER UNIT</b>	<b>TOTAL PRICE</b>
1	Mobilization	1	LS	\$4,800.00	\$4,800.00
2	Traffic Control Plan and Implementation System	1	LS	\$350.00	\$350.00
3	Remove Existing Pavement and Reconstruct 6" Thick PCC Pavement	175	SF	\$88.00	\$15,400.00
4	Remove and Re-Install Existing Rolling Gate, Post and Rail Track to Avoid Conflict with Top of Wall. Close Any Gaps at End of Wall.	1	EA	\$9,000.00	\$9,000.00
5	Construct PCC Retaining Curb Type A1 Per Caltrans Std Plan A87A. Curb Height "H2" Varies	40	LF	\$68.00	\$2,720.00
6	Re-Construct Conduit In-Kind Between Electrical Boxes Shown in Detail B for Future Remote Control	35	LF	\$42.00	\$1,470.00
<b>TOTAL BID SCHEDULE A</b>				<b>\$33,740.00</b>	

**SUBMITTING CONTRACTOR**

Dirt Dynasty, Inc.  
PO Box 67  
Farmington, CA 95230

Contractors License #1009473 (Class A)  
DIR #1000035884



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# SPECIAL PROVISIONS

## ORGANIZATION

Special provisions are under headings that correspond with the main-section headings of the *Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*.

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Each special provision begins with a revision clause that describes or introduces a revision to the *Standard Specifications* as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *Standard Specifications* for any other reference to a paragraph of the *Standard Specifications*.

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## DIVISION I GENERAL PROVISIONS

[illegible]

## 1 GENERAL

- **Add to section 1-1.05:**

Whenever in the Standard Specifications, Special Provisions, Notice to Contractor, Proposal, Contract, or other contract documents the following terms are used, the intent and meaning shall be interpreted as follows:

State	City of Hughson
Department	City of Hughson
Director	City Council, City of Hughson
Engineer	City Engineer, City of Hughson, acting either directly or through properly authorized agent or consultants.
City	The Community Development Department, City of Hughson

- **Add to Section 1-1.01**

The following abbreviations apply to this list:

City denotes City of Hughson Improvement Standards

SP denotes Project Special Provisions



this Agreement. Copies of insurance certificates shall be filed with the City.

3.	General Liability Limits	
	BI & PD combined/per	\$1,000,000
	occurrence/Aggregate	\$1,000,000
	Personal Injury/Aggregate	\$1,000,000
	Workers' Compensation and Employer's	Statutory
	Liability	requirement

AA

#### **4 SCOPE OF WORK**

- **Delete the provisions of Section 4-1.07 – Value Engineering**

AA

#### **5 CONTROL OF WORK**

- **Delete the provisions of Section 5-1.13C Disabled Veterans Business Enterprise:**
- **Delete the provisions of Section 5-1.13D Non-Small Businesses**
- **Modify the provisions of Section 5-1.23A as follows:**

Each submittal must have a unique identifying number. Any resubmittals or clarification use the original number with an appended letter starting with A for the first resubmittal (i.e. 1<sup>st</sup> resubmittal = 001A, 2<sup>nd</sup> resubmittal = 001B, etc.). Provide three (3) complete copies including one complete electronic copy.

- **Replace section 5-1.26 with:**

#### **5-1.26**

#### **CONSTRUCTION SURVEYS**

#### **5-1.26A**

#### **General**

#### **5-1.26A (1)**

#### **Summary**

Section 5-1.26 includes specifications for furnishing and setting construction stakes and markers to establish the lines and grades required for the completion on the work and as necessary for the Engineer to check lines, grades, alignment and elevations.

You must perform and coordinate construction staking as necessary to control the work and maintain a complete and accurate log of control and survey work as it progresses. You must establish and maintain baselines and field control points as required and furnish and set construction stakes and marks with accuracy adequate to assure that the completed work conforms to the lines, grades, and section.

The Survey Plan, surveying calculations, survey notes, and other records submitted to establish the exact position of the work must be completed under the direction of and

signed by a Professional Land Surveyor who is registered in the State of California.

#### **5-1.26A (2)**

##### **Definitions**

You must follow all procedures, methods, and typical stake markings under Chapter 12, Construction Surveys, of the Caltrans publication "Surveys Manual." Copies of the "Survey Manual" may be purchased from Caltrans Publications Unit 1900 Royal Oaks Drive, Sacramento, California 95815, (916) 445-3520.

#### **5-1.26A (3)**

##### **Submittals**

You must submit all computations necessary to establish the exact position of the work from the control points on the plans. All computations, survey notes, and other records necessary to accomplish the work must be neat, legible, and accurate. Copies of such computation, notes and other records must be furnished to the Engineer prior to beginning work that requires their use. Upon completion of construction staking and prior to acceptance of the contract, all computations, survey notes, and other data used to accomplish the work must be submitted to the Engineer and will become the property of the City.

Before starting any surveying work, you must submit the name and professional history of the land surveyor designated by you as its project surveyor.

#### **5-1.26B MATERIALS**

Not used.

#### **5-1.26C CONSTRUCTION**

Construction stakes and marks (including paint marks) must be removed from the site of work when no longer needed.

You are responsible for generating the grades for the work as required for the completion of this work.

You are responsible for the preservation of all Survey Monuments within the project limits. Any Survey Monuments that potentially may be disturbed by construction activity must be located and referenced by a Licensed Land Surveyor, and a Corner Record or Record of Survey filed with the County Surveyor. Any Survey Monuments disturbed during the course of construction must be reestablished by a Licensed Land Surveyor, a new monument set, and another Corner Record or Record of Survey filed with the County Surveyor. (Land Surveyors' Act Section 8771).

#### **5-1.26D PAYMENT**

Full compensation for surveying shall be considered as included in the prices paid for the various items of work and no separate payment will be made therefore.

- Delete paragraphs 2 through 5 of Section 5-1.27E.
- Delete Section 5-1.43E

\*\*\*\*\*

## 6 CONTROL OF MATERIALS

- Delete the provisions of Section 6-2.03 – Department-Furnished Materials
- Delete the provisions of Section 6-2.05 – Buy America
- Replace the footnote to the table in the 2nd paragraph of section 6-3.05B with:

Distance is air-line miles from Sacramento to the inspection source.

\*\*\*\*\*

## 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

- Replace the fifth paragraph of Section 7-1.02K (3) with:

Submit payroll forms electronically to the Engineer and to the Department of Industrial Relations Electronic Certified Payroll Reporting System.

- Replace the table (Liability Limits) in Section 7-1.06D (2) with:

1.1. General Liability Limits	
1.1.1. BI & PD combined/per occurrence/Aggregate	\$1,000,000
1.1.2. Personal Injury/Aggregate	\$1,000,000
1.1.3. Workers' Compensation and Employer's Liability	\$1,000,000 Statutory requirement

\*\*\*\*\*

## 8 PROSECUTION AND PROGRESS

- Replace the paragraphs and subsections in section 8-1.02C (3) with:



Use Microsoft Project for scheduling.

[illegible]

## 9 PAYMENT

- **Delete section 9-1.07.**

- **Add to section 9-1.16C:**

The following items are eligible for progress payment even if they are not incorporated into the work:

None

- **Replace section 9-1.16F:**

The City retains 0% of all progress payments subject to the provisions of Public Contract Code § 9203.

- **Add to section 9-1.17D(1):**

The City will pay the final estimate, subject to the other conditions in this section, within 30 days following final acceptance by the City of Hughson City Council. The Notice of Completion is filed after acceptance by the City Council.

- **Replace the paragraphs in section 9-1.22 with:**

Claims are processed following the requirements found in Public Contract Code § 10204 et seq.

## **DIVISION II GENERAL CONSTRUCTION CONSTRUCTION SPECIAL PROVISIONS**

### **STANDARD SPECIFICATIONS AND STANDARD PLANS**

Where the term "Standard Specifications" is used, it refers to the Standard Specifications of the California Department of Transportation, 2018 edition. "Standard Plans" means the Standard Plans of the same Agency, 2018 edition.

### **REVISED STANDARD SPECIFICATIONS**

Revised Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02, "Contract Components," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

A copy of the current amendments is available by contacting the City of Hughson.

### **SECTION 10. CONSTRUCTION DETAILS**

#### **10-1.01 GENERAL**

The Contractor's attention is directed to Section 5-1.36, "Property and Facility Preservation," of the Standard Specifications and these Special Provisions.

The Contractor will be required to work around public utility facilities and other improvements that are to remain in place within the construction area or that are to be relocated and relocation operations have not been completed, and in accordance with the provisions of Sections 5-1.36 and 7-1.02 of the Standard Specifications, he will be liable to owners of such facilities and improvements for any damage or interference with service resulting from his/her operations. The Contractor shall ascertain the exact locations of underground facilities and improvements within the construction area before using equipment that may damage such facilities or interfere with the services. Other forces may be engaged in moving or removing utility facilities or other improvements or

maintaining services of utilities and the Contractor shall cooperate with such forces and conduct his/her operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such other forces.

The Contractor is required to notify all property owners, businesses, residences, etc. in letter form in both English and Spanish of the construction dates and times, at least 5 days prior to the beginning of work. This public notification must be submitted to the City and Engineer for review and approval prior to distribution. A copy of this notification letter must also be sent to the City Engineer. Contractor shall also post "Temporary No Parking" signs, a minimum of 72 hours prior to the commencing removals, cold milling, and paving operations of the street adjacent to their property. The notification shall be by posting visible signs at the edge of the curbs and gutters. The signs which will be posted must be on their own lath or attached to delineator cones, or pylons, and not stapled or nailed to any tree, utility pole or street signs. Trees must be protected from being scarred or broken during construction and must be repaired or replaced at Contractor's expense if damage is done.

In the event that vehicles are on the street at the time construction is to begin, the contractor shall take appropriate action to notify the owner/s of said vehicle to have it moved. If this is not possible, or the vehicle is inoperable and the owner is not capable of moving the vehicle, the contractor shall inform the Project Engineer, who will notify the County Sheriff's Office to have the vehicle towed at the owner's expense. Note: The above action may take place only if the "Temporary No Parking" signs have been in place, and placement has been verified by the Project Engineer, for the required 48 hour time period. Removal of said signs by the property owners or vandals will not constitute Non-compliance with this section.

The Contractor will be held responsible for any damage he may do to existing installations that are to remain in place.

The Contractor shall ensure that all striping and road markings are repainted as specified on the PLANS.

All property to remain shall be properly protected from injury or damage. Should any such property be damaged, it shall be repaired and/or replaced with material, fixtures, or equipment of the same kind, quality and size or better.

Full compensation for performing all of the work required under these Special Provisions shall be considered as included in the prices paid for the various Contract items of work involved and no separate payment will be made therefore

## **10-1.02 ORDER OF WORK**

Order of work shall conform to the provisions in Section 5, "Control of Work," of the Standard Specifications and these special provisions.

The Contractor shall phase the work according to the following:

- (1) Remove the existing gate
- (2) Remove and reconstruct PCC pavement and Curbs
- (3) Reinstall the gate and tracks.

Reconstruction operations shall proceed without interruption from start to finish.

Full compensation for conforming to those requirements will be considered as included in the prices paid for the various contract items of work and no separate payment will be made therefore.

## **10-1.03 MOBILIZATION/DE-MOBILIZATION**

The scope of the work for Mobilization shall include moving onto the site of all equipment; and the furnishing and erecting of plants, temporary buildings, and other construction facilities; all as required for the proper performance and completion of the Work. Mobilization shall include, but not be limited to, the following principal items:

1. Moving on to the site of all Contractor's equipment required for first month's operations.
2. Installing temporary construction power, wiring, and lighting facilities per Section entitled "Temporary Utilities."
3. Establishing fire protection system per Section entitled "Temporary Utilities."
4. Developing and installing construction water supply per Section entitled "Temporary Utilities."
5. Providing on-site sanitary facilities and potable water facilities as specified per Section entitled "Temporary Utilities."
6. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including

temperature and humidity control, if recommended by the manufacturer, and for all security per Section entitled "Materials and Equipment," and Section entitled "Delivery, Storage, and Handling," as applicable.

7. Arranging for and erection of Contractor's work and storage yard per Section entitled "Site Access and Parking."
8. Obtaining and paying for all required permits.
9. Posting all OSHA required notices and establishment of safety programs.
10. Coordination with utility agencies.
11. Have the Contractor's superintendent at the job site full time.
12. Submittal of required Construction Schedule as specified in Section entitled "Contractor Submittals."

In addition to the requirements specified above, all submittals shall conform to the applicable requirements of Section entitled "Contractor Submittals."

De-mobilization shall consist of the completion of all final construction and administration work required to secure the project for termination and acceptance by the Engineer, including but not limited to the following:

1. Removal of all temporary facilities, construction office, temporary utilities, plant, equipment, and similar from project limits and adjacent property, as required and as directed by the Engineer.
2. Completion of record drawings (as-builts), to the satisfaction of the Engineer.
3. Completion of the requirements of permits issued by other agencies.
4. Submission of signed 1-year material and workmanship guarantee.
5. Satisfactory completion of all other contractually and legally required construction and administrative items of work.

De-mobilization shall include the satisfactory completion of all items of work, but shall not be constructed as being a separate payment for work that is paid under separate contract items. The contract item for De-Mobilization is intended for proper close-out activities.

Measurement for payment for Mobilization/De-mobilization will be based upon completion of such work as a lump sum pay item and shall require completion of all the listed items in this Section.

Payment for Mobilization/De-mobilization will be made at the lump sum allowance named in the Bid Sheets, which price shall constitute full compensation for all such work.

Payment for Mobilization will be made in the form of a single, lump sum equal to 50% of the contract lump sum price for Mobilization/De-mobilization, no part of which will be

approved for payment under the Contract until all mobilization items listed herein have been completed as specified.

Payment for De-mobilization will be made in the form of a single, lump sum equal to 50% of the contract lump sum price for Mobilization/De-mobilization, no part of which will be approved for payment under the Contract until all de-mobilization items listed herein have been completed as specified. Payment for De-Mobilization will be included in the final pay estimate and payment.

#### **10-1.04 NOT USED**

#### **10-1.05 CONTRACTOR SUBMITTALS**

##### **GENERAL**

Wherever submittals are required hereunder, all such submittals by the Contractor shall be submitted to the Engineer through the Resident Project Representative for recording and forwarding to the Engineer. A Submittal is defined as any drawing, calculation, specification, product data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings, bonds, or similar items required to be submitted to the City or the Engineer under the terms of the contract.

Submittals Required Within 7 Days After Notice to Proceed: Within 7 days after the date of commencement as stated in the Notice to Proceed, the Contractor shall submit the following items to the Engineer for review:

1. A Preliminary Construction Schedule indicating the starting and completion dates of the various stages of the Work, and in accordance the Contract Documents.
2. A preliminary schedule of Shop Drawing and Sample submittals.
3. A list of all permits and licenses the Contractor shall be obtained indicating the agency required to grant the permit and the expected date of submittal for the permit and required date for receipt of the permit.

Submittals of Substitutes Required Prior to Award As provided under Section 3400 of the California Public Contracts Code, the Contractor shall, within 10 days prior to award of the contract, submit to the Engineer all proposed Substitutes or "Or Equal" products for the Engineer's review and approval. All such submittals shall be in conformance with the requirements of this Section.

The Contractor hereby agrees that failure to submit alternative product requests within the stipulated time period shall act as a waiver of any future rights to offer such substitutes, and the Contractor hereby agrees to provide one of the specific products called for in the Contract Documents.

## **CONTRACTOR'S SCHEDULE**

Time of Submittals: Within 7 days of the commencement date stated in the Notice to Proceed, the Contractor shall submit for acceptance by the Engineer, a Preliminary Construction Schedule for the Work, showing its general plan for orderly completion of the Work and showing in detail its planned mobilization of equipment, sequence of early operations, and timing of procurement of materials and equipment. The Preliminary Construction Schedule produced and submitted shall indicate a project completion date on or before the contract completion date. The Engineer within 7 days after receipt of the Preliminary Construction Schedule, shall meet with a representative of the Contractor to review the preliminary plan and construction schedule.

Within 7 days after the conclusion of the Engineer's review period, the Contractor shall revise the Preliminary Construction Schedule as required, and resubmit to the Engineer for review. The Preliminary Construction Schedule will be revised and/or approved or rejected by the Engineer within 7 calendar days after receipt. Said schedule, when accepted by the Engineer shall constitute the Initial Construction Schedule until later revised schedules are submitted due to delays beyond the control and without the fault or negligence of the Contractor.

Acceptance: When the Initial Construction Schedule has been accepted, the Contractor shall submit to the Engineer 4 copies of the accepted schedule.

Schedule Updates with Progress Payment Applications: The Contractor shall submit updated construction schedules with each payment application.

Additional Revised Construction Schedules: The Contractor, if requested by the Engineer, shall provide a Revised Construction Schedule if, at any time, the Engineer considers the completion date to be in jeopardy because of any portion of the work falling behind schedule. The Revised Construction Schedule shall show how the Contractor intends to accomplish the Work to meet the completion date. The form and method employed by the Contractor shall be the same as required for the Initial Construction Schedule.

Construction Schedule Revisions: The Contractor shall modify any portions of the construction schedule that becomes unfeasible because of portions of the Work falling behind schedule, or for any other valid reason. Any portion of the work that cannot be completed by its originally- scheduled completion date shall be deemed to be behind

schedule.

## **PROPOSED SUBSTITUTES OR “OR-EQUAL” ITEMS**

For convenience in designation in the Contract Documents, any material, product, or equipment to be incorporated in the Work may be designated under a brand or trade name or the name of a manufacturer and its catalog information. The use of any substitute material, product, or equipment which is equal in quality and utility and possesses the required characteristics for the purpose intended will be permitted, subject to the following requirements:

1. The burden of proof as to the quality and utility of any such substitute material, product, or equipment shall be upon the Contractor.
2. The Engineer will be the sole judge as to the quality and utility of any such substitute material, product, or equipment and its decision shall be final.

Wherever in the Contract Documents the name or the name and address of a manufacturer or supplier is given for a material, product, or equipment, or if any other source of a material, product, or equipment is indicated therefore, such information is given for the convenience of the Contractor only, and no limit, restriction, or direction is indicated or intended thereby, nor is the accuracy or reliability of such information guaranteed. It shall be the responsibility of the Contractor to determine the accurate identity and location of any such manufacturer, supplier, or other source of any material, product, or equipment called for in the Contract Documents.

The Contractor may offer any material, product, or equipment that it considers equal to those specified. Unless otherwise provided by law or authorized in writing by the Engineer, the substantiation of any proposed substitute or "or equal" material, product, or equipment must be submitted prior to award of the contract. The Contractor, at its sole expense, shall furnish data concerning items it has offered as substitute or "or equal" to those specified. The Contractor shall provide the data required by the Engineer to determine that the quality, strength, physical, chemical, or other characteristics, including durability, finish, efficiency, dimensions, service, and suitability are such that the substitute or "or equal" item will fulfill its intended function.

The Contractor's attention is further directed to the requirement that its failure to submit data substantiating a request for a substitution of an "or equal" item during the time between the opening of bids and the date of award shall be deemed to mean that the Contractor intends to furnish one of the specific brand or trade-named material, product, or equipment specified in the Contract Documents and the Contractor does hereby waive all rights to offer or use substitute materials, products, or equipment in each such case.



Wherever a proposed substitute material, product, or equipment has not been submitted within the time specified above, or wherever the submission of a proposed substitute material, product, or equipment fails to meet the requirements of the Specifications and an acceptable resubmittal is not received by the Engineer within said specified time period, the Contractor shall furnish only one of the materials, products, or equipment originally-named in the Contract Documents. Approval by the Engineer of a substitute item proposed by the Contractor shall not relieve Contractor of the responsibility for full compliance with the Contract Documents and for adequacy of the substituted item. The Contractor shall also be responsible for resultant changes and all additional costs which the substitution requires in its work, the work of its subcontractors and of other contractors and shall effect such changes without cost to City.

## **RECORD DRAWINGS**

General: The Contractor shall keep and maintain, at the job site, one record set of Contract Drawings. On these Contract Drawings, Contractor shall mark all project conditions, locations, configurations, and any other changes or deviations which may vary from the details represented on the original Contract Drawings, including buried or concealed construction and utility features which are revealed during the course of construction.

Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Drawings. Said Record Drawings shall be supplemented by any detailed sketches as necessary or directed to fully indicate the Work as actually constructed.

These master Record Drawings of the Contractor's representation of "as-built" conditions, including all revisions made necessary by addenda, change orders, and the like, shall be maintained up-to-date during the progress of the Work.

In the case of those drawings which depict the detail requirement for equipment to be assembled and wired in the factory, the record drawings shall be updated by indicating those portions which are superseded by change order drawings or final shop drawings, and by including appropriate reference information describing the change orders by number and the shop drawings by manufacturer, drawing, and revision numbers.

Record Drawings prepared by the Contractor shall be accessible to the Engineer at all times during the construction period and shall be delivered to the Engineer upon completion of the work.

Effect on Progress Payments: Requests for partial payments will not be approved if the record drawings are not kept current. All such Record Drawings will be inspected by the Engineer each month, showing all variations between the Work as actually constructed

and as originally shown on the Contract Drawings or other Contract Documents, and the City will not process monthly payment requests until such drawings are made current each month.

Final Record Drawings: Upon substantial completion of the Work and prior to final acceptance by the City, the Contractor shall complete and deliver the completed set of Record Drawings to the Engineer for transmittal to the City, conforming to the construction records of the Contractor. This set of drawings shall consist of corrected plans showing the reported location of the Work. The information submitted by the Contractor and incorporated by the Engineer into the Record Drawings will be assumed to be reliable, and the Engineer will not be responsible for the accuracy of such information, or for any errors or omissions, which may appear on the Record Drawings as a result.

Effect on Final Payment: Final payment will not be approved until the Contractor-prepared Final Record Drawings have been delivered to the Engineer. Said up-to-date, Record Drawings may be in the form of a set of prints with carefully plotted information overlaid in pencil.

Full compensation for Contractor Submittals shall be considered as included in the prices paid for the various items of work and no separate payment will be made therefore.

#### **10-1.06 MATERIALS AND EQUIPMENT**

The word "Products," as used herein, is defined to include purchased items for incorporation into the Work, regardless of whether specifically purchased for project or taken from Contractor's stock of previously purchased products. The word "Materials," is defined as products which must be substantially cut, shaped, worked, mixed, finished, refined, or otherwise fabricated, processed, installed, or applied to form units of work. The word "Equipment" is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, etc.). Definitions in this paragraph are not intended to negate the meaning of other terms used in Contract Documents, including "specialties," "systems," "structure," "finishes," "accessories," "furnishings," "special construction," and similar terms, which are self-explanatory and have recognized meanings in the construction industry.

Source Limitations: To the greatest extent possible for each unit of work, the Contractor shall provide products, materials, or equipment of a singular generic kind from a single source.

Compatibility of Options: Where more than one choice is available as options for Contractor's selection of a product, material, or equipment, the Contractor shall select an option which is compatible with other products, materials, or equipment already selected.

Compatibility is a basic general requirement of product/material selections.

All equipment designated to be installed in the Work, whether temporarily stored at the site or installed in place, shall be serviced on a regularly scheduled basis, and a written log of services shall be maintained and submitted as a record document to the Engineer.

Full compensation for Materials and Equipment shall be considered as included in the prices paid for the various items of work and no separate payment will be made therefore.

#### **10-1.07 DELIVERY, STORAGE, AND HANDLING**

The Contractor shall confine all operations (including storage of materials) on City premises to areas authorized or approved by the City. The Contractor shall hold and save the City, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the City and shall be built with labor and materials furnished by the Contractor without expense to the City. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the Work. With the written consent of the Engineer, the buildings and utilities may be abandoned and need not be removed.

The Contractor shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the Work.

The Contractor shall deliver, handle, and store products in accordance with manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery/installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Products shall be transported by methods to avoid product damage and shall be delivered in undamaged condition in manufacturer's dry, unopened containers or packaging.

The Contractor shall provide equipment and personnel to handle products, materials, and equipment including those provided by City by methods to prevent soiling and damage.

The Contractor shall provide additional protection during handling to prevent marring and otherwise damaging products, packaging, and surrounding surfaces.

Products shall be stored in accordance with manufacturer's written instructions, with seals and labels intact and legible. Sensitive products shall be stored in weather-tight

enclosures and temperature and humidity ranges shall be maintained within those required by the manufacturer's written instructions.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure products are undamaged and are maintained under required conditions.

Products subject to discoloration or deterioration from exposure to the elements shall be covered with impervious sheet material. Ventilation shall be provided to avoid condensation.

Loose granular materials shall be stored on clean, solid surfaces such as pavement, or on rigid sheet materials to prevent mixing with foreign matter.

Surface drainage shall be provided to prevent erosion and ponding of water.

Full compensation for Delivery, Storage, and Handling shall be considered as included in the prices paid for the various items of work and no separate payment will be made therefore.

#### **10-1.08 COOPERATION**

It is anticipated that work by another various utility owners will need to be conducted in coordination with the construction of the designation improvement to adjust existing manholes and valve covers to new grades. The contractor shall furnish access and coordinate construction operations to accommodate this work.

It shall be the responsibility of the contractor to work with the local utility companies to locate all underground utility service lines within the project limits prior to any excavation work. The Contractors attention is directed to the Section entitled "Compliance With One Call Underground Service Alert," elsewhere in these Specifications

**[Underground Service Alert-Northern California \(USA\)](#)**

**[Telephone: 1 \(800\) 422-4133 or 1 \(800\) 227-2600](#)**

Comply with Section 5-1.20, "Coordination with Other Entities," of the Standard Specifications.

Full compensation for Cooperation shall be considered as included in the prices paid for the various items of work and no separate payment will be made therefore.

#### **10-1.09 PROGRESS SCHEDULE (Not Used)**

#### **10-1.10 TEMPORARY UTILITIES**

It shall be the Contractor's responsibility to provide equipment that is adequate for the performance of the Work under this Contract within the time specified. All equipment shall be kept in satisfactory operating condition, shall be capable of safely and efficiently performing required Work, and shall be subject to inspection and approval by the City's representative at any time within the duration of the Contract. All work hereunder shall conform to the applicable requirements of Cal-OSHA Construction Safety Orders.

All Work conducted at night or under conditions of deficient daylight when authorized by the Engineer, shall be suitably lighted to insure proper Work and to afford adequate facilities for inspection and safe working conditions

All temporary connections for electricity shall be subject to approval of the Engineer and the power company representative, and shall be removed in like manner at the Contractor's expense prior to final acceptance of the Work by the City.

Unless otherwise permitted by the Engineer, circuits separate from lighting circuits shall be used for all power purposes.

All wiring for temporary electric light and power shall be properly installed and maintained and shall be securely fastened in place.

Contractor shall be responsible for providing construction water. If the Contractor intends to use water from the Water Provider's fire hydrants, the Contractor will be required to apply for a water construction meter and pay for all charges required by the Water Provider. The Contractor shall provide all facilities necessary to convey the water from the water source to the points of use in accordance with the requirements of the Contract Documents.

The Contractor will be responsible for all water charges from the Water Provider's fire hydrants during construction.

The Contractor shall not make connection to, or draw water from, any fire hydrant or pipeline without first obtaining permission of the Water Provider for the use of said fire hydrant or pipeline. For each such connection made, the Contractor shall first attach to the fire hydrant or pipeline a valve and a meter of a size and type acceptable to the Water Provider. The Contractor shall contact the Water Provider for specific requirements for water usage and charges.

Contractor shall be solely responsible for the adequate functioning of its water supply system and shall be solely liable for any claims arising from the use of same, including discharge or waste of water therefrom.

Before final acceptance of the Work on the project, all temporary connections and piping installed by the Contractor shall be entirely removed, and all affected improvements shall

be restored to their original condition, or better, to the satisfaction of Engineer, the City, and/or other agency owning the affected utility.

Fixed or portable chemical toilets shall be provided wherever needed for the use of employees.

The Contractor shall establish a regular daily collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by the Contractor or organic material wastes from any other source related to the Contractor's operations shall be disposed of away from the site in a manner satisfactory to the Engineer and in accordance with all laws and regulations pertaining thereto.

Full compensation for providing, maintaining, and removing Temporary Utilities shall be considered as included in the contract price paid for under the lump sum Contract bid item for Mobilization/De-Mobilization, and no separate payment will be made therefore.

#### **10-1.11 NOT USED**

#### **10-1.12 DUST CONTROL**

Dust control shall conform to the provisions of Section 10-5, "Dust Control", of the Standard Specifications and these special Provisions.

Full compensation for dust control shall be considered as included in the prices paid for the various items of work and no separate payment will be made therefore.

#### **10-1.13 SITE ACCESS AND PARKING**

The Contractor shall take all necessary precautions for the protection of the Work and the safety of the public. All barricades and obstructions shall be illuminated at night, and all lights shall be kept burning from sunset until sunrise. The Contractor shall station such guards or flaggers and shall conform to such special safety regulations relating to traffic control as may be required by the public authorities within their respective jurisdictions. All signs, signals, and barricades shall conform to the requirements of Article 11 of Cal-OSHA Construction Safety Orders.

The Contractor shall make its own investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress to and from the site of the Work. It shall be the Contractor's responsibility to construct and maintain any access or haul roads required for its construction operations.

Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, alley, way, or parking area during the performance of the Work hereunder, and it shall so conduct its operations so as not to interfere unnecessarily with the authorized work of the City, utility companies, or other agencies in such streets, alleys, ways, or parking areas.

No street shall be closed to the public without first obtaining the permission of the Engineer, the City, and other proper governmental authority, where applicable. Where excavation is being performed in primary streets or highways, one lane of traffic shall be kept open in each direction at all times unless otherwise provided in the Contract Documents or under the terms of the permits issued by the City, County, State, or other public agencies, as required.

Toe boards shall be provided to restrict movement of excavated material if required by the Engineer, the City, or other Agency having jurisdiction over the affected street or highway.

Fire hydrants on or adjacent to the Work shall be kept accessible to firefighting equipment at all times.

Temporary provisions shall be made by the Contractor to assure the use of sidewalks and the proper functioning of all gutters, sewer inlets, and other drainage facilities.

Wherever necessary or required for the convenience of the public or individual residents or business places at street or highway crossings, private driveways, or elsewhere, the Contractor shall provide suitable temporary bridges or steel plates over unfilled excavations, except in such cases as the Contractor shall secure the written consent of the individuals or authorities concerned to omit such temporary bridges or steel plates, which written consent shall be delivered to the Engineer prior to beginning the excavation. All such bridges or steel plates shall be maintained in service until access is provided across the backfilled excavation.

For the protection of traffic in public or private streets and ways, the Contractor shall provide, place, and maintain all necessary barricades, traffic cones, warning signs, lights, and other safety devices in accordance with the requirements of the current edition of California Manual of Uniform Traffic Control Devices as published by State of California, Department of Transportation. Traffic control shall be subject to the requirements of Article 11 of Cal-OSHA Construction Safety Orders and these Contract Documents.

If closure of any street is required during construction, a formal application for a street closure shall be made to the City at least 30 days prior to the required street closure in order for the City to determine the necessary signing and detour requirements to be provided by the Contractor.

Full compensation for site access and parking shall be considered as included in the contract price paid for under the lump sum Contract bid item for Mobilization/De-Mobilization, and no separate payment will be made therefore.

## **10-1.14 WATER POLLUTION CONTROL**

### **GENERAL**

#### **SUMMARY**

Contractor shall be responsible for preparation and implementation of a BMP (Best Management Practices) List, subject to approval by the City Engineer. The list shall include practices to protect areas receiving storm water runoff from the project site or construction support facilities. The plan may utilize the practices recommended in the latest California Storm Water Best Management Practices Construction Handbook available at [www.casqa.com](http://www.casqa.com).

#### **SUBMITTALS**

If you operate construction support facilities, protect storm water systems or receiving waters from the discharge of potential pollutants by using WPC Best Management Practices (BMPs).

Construction support facilities include:

1. Staging areas
2. Storage yards for equipment and materials
3. Mobile operations
4. Batch plants for PCC and HMA
5. Crushing plants for rock and aggregate
6. Other facilities installed for your convenience such as haul roads

## **IMPLEMENTATION REQUIREMENTS**

### **BMP IMPLEMENTATION**

Monitor the National Weather Service Forecast Office on a daily basis.

Whenever you or the Engineer identifies a deficiency in the implementation of the approved BMP list:

1. Correct the deficiency immediately, unless the Engineer agrees to a later date for making the correction
2. Correct the deficiency before precipitation occurs



If you fail to correct the deficiency by the agreed date or before the onset of precipitation, the Department may correct the deficiency and deduct the cost of correcting the deficiency from payment.

Continue BMP implementation during any temporary suspension of work activities.

Install BMP practices within 15 days or before predicted precipitation, whichever occurs first.

## **INSPECTION**

The BMP Manager must prepare BMP status reports that include the following:

1. Location and quantity of installed BMP practices
2. Location and quantity of disturbed soil for the active or inactive areas

Within 24 hours of finishing the weekly inspection, the BMP Manager must submit:

1. Copy of the completed site inspection report
2. Copy of the BMP status report

## **PAYMENT**

Full compensation for water pollution control shall be considered as included in the prices paid for the various items of work and no separate payment will be made therefore.

### **10-1.15 CONSTRUCTION AREA TRAFFIC CONTROL DEVICES**

Flagging, signs, and temporary traffic control devices furnished, installed, maintained, and removed when no longer required shall conform to the provisions of the latest edition of the California Manual of Uniform Traffic Control Devices (CAMUTCD) and these special provisions.

All traffic control devices including cones, barricades, signs, etc. shall be new or unblemished.

Category 1 temporary traffic control devices are defined as small and lightweight (less than 45 kg) devices. These devices shall be certified as crashworthy by crash testing, crash testing of similar devices, or years of demonstrable safe performance. Category 1 temporary traffic control devices include traffic cones, plastic drums, portable delineators, and channelizers.

If requested by the Engineer, the Contractor shall provide written self-certification for crashworthiness of Category 1 temporary traffic control devices at least 5 days before

beginning any work using the devices or within 2 days after the request if the devices are already in use. Self-certification shall be provided by the manufacturer or Contractor and shall include the following:

- A. Date,
- B. Federal Aid number (if applicable),
- C. Contract number, City, county, route and kilometer post of project limits,
- D. Company name of certifying vendor, street address, city, state and zip code,
- E. Printed name, signature and title of certifying person; and
- F. Category 1 temporary traffic control devices that will be used on the project.

The Contractor may obtain a standard form for self-certification from the Engineer.

Category 2 temporary traffic control devices are defined as small and lightweight (less than 45 kg) devices that are not expected to produce significant vehicular velocity change, but may cause potential harm to impacting vehicles. Category 2 temporary traffic control devices include barricades and portable sign supports.

Category 2 temporary traffic control devices shall be on the Federal Highway Administration's (FHWA) list of Acceptable Crashworthy Category 2 Hardware for Work Zones.

Category 2 temporary traffic control devices that have not received FHWA acceptance shall not be used. Category 2 temporary traffic control devices in use that have received FHWA acceptance shall be labeled with the FHWA acceptance letter number and the name of the manufacturer. The label shall be readable and permanently affixed by the manufacturer. Category 2 temporary traffic control devices without a label shall not be used.

If requested by the Engineer, the Contractor shall provide a written list of Category 2 temporary traffic control devices to be used on the project at least 5 days before beginning any work using the devices or within 2 days after the request if the devices are already in use.

Full compensation for providing self-certification for crashworthiness of Category 1 temporary traffic control devices and for providing a list of Category 2 temporary traffic control devices used on the project shall be considered as included in the contract price paid for Traffic Control Plan and Implementation System, and no additional compensation will be allowed therefore.

## **10-1.16 TRAFFIC CONTROL PLAN AND IMPLEMENTATION**

**Please note that all Flagging Costs for Traffic Control will be paid solely by the Contractor and full compensation for performing this work will be paid under the lump sum bid item for TRAFFIC CONTROL PLAN AND IMPLEMENTATION and no additional compensation will be allowed therefore.**

### **CONSTRUCTION AREA SIGNS**

Construction area signs for temporary traffic control shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions of California Manual of Uniform Traffic Control Devices (CAMUTCD) and these special provisions.

All construction area signs shall be new or unblemished.

One C18 sign and One C13 sign shall be posted on each approach/departure from the construction work area. Locations of the signs shall be approved by the Engineer.

Signs may be ported on temporary post supported by cross braces, rather than by digging holes for posts. Where such cross braces are used, no braces shall extend into the traveled way or a sidewalk.

Unless otherwise shown on the plans or specified in these special provisions, the color of construction area warning and guide signs shall have black legend and border on orange background, except W10-1 or W47(CA) (Highway-Rail Grade Crossing Advance Warning) sign shall have black legend and border on yellow background.

Orange background on construction area signs shall be fluorescent orange.

Repair to construction area sign panels will not be allowed, except when approved by the Engineer. At nighttime under vehicular headlight illumination, sign panels that exhibit irregular luminance, shadowing or dark blotches shall be immediately replaced at the Contractor's expense.

The Contractor shall notify the appropriate regional notification center for operations of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing any excavation for construction area sign posts. The regional notification centers include but are not limited to the following:

Underground Service Alert-

Northern California (USA)

Telephone: 1 (800) 227-2600

All excavation required to install construction area signs shall be performed by the hand methods without the use of power equipment; except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes.

The Contractor shall maintain accurate information on construction area signs. Signs that

are no longer required shall be immediately covered or removed. Signs that convey inaccurate information shall be immediately replaced or the information shall be corrected. Covers shall be replaced when they no longer cover the signs properly. The Contractor shall immediately restore to the original position and location any sign that is displaced or overturned, from any cause, during the progress of work.

Construction area signs shown on the plans, unless otherwise specified in the special provisions, will be paid for on a lump sum basis, which lump sum price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing construction area signs required for the direction of public traffic through or around the work and for erecting or placing, maintaining (including covering and uncovering as needed) and, when no longer required, removing construction area signs at locations shown on the plans.

Full compensation for furnishing, erecting, maintaining and removing any additional construction area signs the Contractor may deem necessary will be considered as included in the **lump sum** price paid for **Traffic Control Plan and Implementation System** and no additional compensation will be allowed therefore.

#### **10-1.17 MAINTAINING TRAFFIC**

Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and Section 12" Temporary Traffic Control," of the Standard Specifications and to the Section entitled, "Public Safety," elsewhere in these special provisions, and these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.04.

The Contractor will not be allowed to close streets. One lane of through traffic shall be maintained at all times with appropriate Signage, Personnel and safety equipment to safely direct traffic through the construction area, unless the contractor submits to the City Engineer a proposed detour plan.

Detour plan shall meet the criteria for detour plans as shown in the latest edition of the California Department of Transportation Manual of Traffic Controls for Construction and Maintenance Zones. The City Engineer, and the Director of Public Works; shall approve Detour Plan, copies shall be sent to the Sheriff's Department and Local Fire Agencies and Emergency Organizations, i.e. Hospitals and Ambulance services. Said Detour Plan shall clearly state the dates and times of closure. Closures shall only be allowed during working hours, and the roadway shall be made passable for passenger type vehicles at the close of the work each day.

The Contractor shall be responsible for all barricades, delineators, cones, reflective media, signs and other traffic control measures necessary for the safe control of traffic and protection of the work. by the construction, 5 days prior to the beginning of construction. The public notice shall be submitted to the City and Engineer for review and approval prior to distribution.

The Contractor shall also place "TEMPORARY NO PARKING" signs, in the areas of construction a minimum of 48 hours prior to beginning work for, AC Paving, and Curb and Gutter Replacement, as necessary for striping and placement of signs.

The Contractor shall notify in writing all residents, commercial establishments and others affected

The Contractor is responsible for the repair of any damage done by emergency or other vehicles, inadvertent or not.

The Contractor shall review with the City Engineer, Project Engineer and the Chief of Police, his/her proposed method of barricading and signing in the field and shall comply with any request they may make. Said review shall be at least 48 hours in advance of construction. Contractor shall also notify in writing the City Engineer, the County Fire Departments, and Sheriffs Department of his/her proposed construction schedule.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders including any section closed to public traffic.

The Contractor shall notify local authorities of the Contractor's intent to begin work at least 5 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make arrangements relative to keeping the working area clear of parked vehicles.

Whenever work vehicles or equipment are parked on the shoulder within 1.8 m (6 ft) of a traffic lane, the shoulder area shall be closed with fluorescent orange traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 7.5-meter (24-ft) intervals to a point not less than 7.5 m (24 ft) past the last vehicle or piece of equipment. A minimum of 9 traffic cones or portable delineators shall be used for the taper. A W20-1 (ROAD WORK AHEAD) or W21-5b (RIGHT/LEFT SHOULDER CLOSED AHEAD) or C24(CA) (SHOULDER WORK AHEAD) sign shall be mounted on a portable sign stand with flags. The sign shall be placed where designated by the Engineer. The sign shall be a minimum of 1200 mm x 1200 mm (48in x 48in) in size. The Contractor shall immediately restore to the original position and location a traffic cone or delineator that is displaced or overturned, during the progress of work.

The Contractor shall use new flashing barricades where work is to be delineated or protected during nights and weekends.

A minimum of one traffic lane, not less than **10 ft wide**, shall be open for use by public traffic in each direction of travel.

**The contractor shall provide a traffic control plan for approval prior to beginning work on the project. Traffic control plans shall be specific to the project area, showing appropriate lane usage, turn pockets and side streets, and shall conform to the provisions of the CAMUTCD.**

Full compensation for performing all of the work required under these Special Provisions

shall be paid under the lump sum bid item for **Traffic Control Plan and Implementation System** and no additional compensation will be allowed therefore.

#### **10-1.18 EXISTING HIGHWAY FACILITIES**

The work performed in connection with various existing facilities shall conform to the provisions in Section 15, "Existing Facilities," of the Standard Specifications and these special provisions.

#### **PROTECTION OF EXISTING UTILITIES**

The Contractor shall be responsible for the protection of existing pipelines, manholes, catch basins, valve boxes and other utility structures that are to remain within the roadway work area. Any such utility facilities that are damaged from roadway excavation work performed by the Contractor shall be either repaired or replaced to the satisfaction of the Engineer at no cost to the City, in accordance with Section 5-1.36, "Property and Facility Preservation." of the State Standard Specifications.

#### **PROTECT MISCELLANEOUS FACILITIES**

All existing facilities that are located outside of the limits of new construction, including adjacent facilities or facilities to be joined to, and all existing facilities called out to "Protect" on the construction drawings, shall be protected in place as indicated. All existing miscellaneous facilities shall be protected in place or relocated to nearby locations appropriate for accommodating pedestrian traffic through the newly constructed facilities. All buildings and store fronts, including miscellaneous facilities that are a part of the store frontages, shall be protected in place unless otherwise noted on the construction drawings. All existing trees shall be protected in place, unless otherwise noted on the plans.

Full compensation for furnishing all labor, materials, tools equipment, and incidentals required to protect miscellaneous facilities shall be considered as included in the contract price paid per the various items of work involved and no additional compensation will be allowed therefore.

#### **REMOVE MISCELLANEOUS FACILITIES**

All existing facilities that are located within the limits of new construction and are called out to "Remove" on the construction drawings, or will require removal in order to install new improvements and is not designated for protection or relocation, shall be removed and disposed of by the contractor.

Full compensation for all work under this section shall be considered as included in the prices paid for the various items of work and no separate payment will be made therefore.

### **10-1.19 PRESERVATION OF PROPERTY**

Attention is directed to the provisions in Section 5-1.36, "Property and Facility Preservation," of the Standard Specifications and these special provisions.

### **PROTECTION**

The Contractor shall protect all private and public property and shall replace, repair, or pay for any damage thereto.

### **NOTICE TO PROPERTY OWNERS AND TENANTS**

The Contractor shall give a written notice to all property owners adjacent to and affected by his/her work at least five (5) working days in advance of beginning the work, indicating the work to be performed and the approximate length of time that the property owner or tenant will be affected by his/her operations.

### **ACCESS**

Access shall be provided to all businesses and residences at all times. The Contractor shall conduct his/her operations so as to cause the least inconvenience to both vehicular and pedestrian access.

Full compensation for all work under this section shall be considered as included in the prices paid for the various items of work and no separate payment will be made therefore.

### **10-1.20 UTILITIES**

It shall be the obligation of the Contractor to notify the various utility companies at least three (3) days in advance of closing and/or tearing up of the street affecting said utility companies.

It shall be the obligation of the Contractor to immediately notify the affected utility company if relocation of any utilities will be required.

Refer to Section 5-1.36C, "Nonhighway Facilities," of the Standard Specifications and these special provisions (including Utilities) for utility coordination scheduling details.

Full compensation for providing utility notifications, potholing, and coordination shall be considered as included in the prices paid for the various items of work and no separate payment will be made therefore.

### **10-1.21 DEMOLITION, CLEARING AND GRUBBING**

Demolition, Clearing and Grubbing shall conform to the provisions in Section 17.2, "Clearing and Grubbing," of the Standard Specifications and these special provisions.



Vegetation shall be cleared and grubbed only within the excavation and embankment slope lines.

Existing vegetation outside the areas to be cleared and grubbed shall be protected from injury or damage resulting from the Contractor's operations.

Activities controlled by the Contractor, except cleanup or other required work, shall be confined within the graded areas of the roadway.

Nothing herein shall be construed as relieving the Contractor of the Contractor's responsibility for final cleanup of the street as provided in Section 4-1.13, "Cleanup," of the Standard Specifications.

Full compensation for demolition, clearing and grubbing, and site demolition of the facilities specified herein shall be considered as included in the prices paid for the various items of work and no separate payment will be made therefore.

#### **10-1.22 PCC and AC PAVEMENT EXCAVATION**

The existing Portland Cement Concrete and Asphalt Concrete is to be removed as shown on the plans. The Contractor will perform these operations in order to obtain the finished subgrade elevations shown on the plans before the construction of new Portland Cement Concrete Pavement. Contractor shall conform to the provisions in Section 40, "Concrete Pavement" of the Standard Specifications.

Disposal of existing PCC and AC shall be in conformance with the provisions in Section 17-2.03D, "Disposal of Material," of the Standard Specifications and these special provisions. REMOVED PCC and AC Pavement SHALL BE DISPOSED OF BY THE CONTRACTOR AT A SITE ACCEPTABLE TO THE CITY.

Contractor to provide proof of acceptable disposal location prior to receiving notice to proceed. The square foot price for remove existing pavement and construct 6" PCC pavement shall be full compensation for grading, disposing of existing material, furnishing all labor, materials, tools, equipment and for doing all the work involved in constructing the subbase complete in place, as shown on the plans and specified herein, and no additional allowance will be allowed therefore.

#### **10-1.23 SAWCUTTING**

Saw cutting of existing surface facilities and other facilities requiring saw cutting shall be cut in a neat line to a minimum depth of 0.25-foot with a power driven saw as needed or as described in the various sections of these Special Provisions.

Full Compensation for saw cutting (regardless of the number of passes required) of existing asphalt concrete surface, concrete pavement or other facilities will be considered as included in the prices paid for the items requiring the work and no separate payment



will be made therefore.

#### **10-1.24 CONCRETE PAVEMENT**

Concrete must contain 564 pounds of cementitious material per cubic yard. Aggregate shall comply with Section 90-1.02C(4)(d) "Combined Aggregate Gradation" of the State Standard Specifications. Curing of PCC pavement shall comply with of Section 90-1.03B(3)(b) "Materials" for curing compound no. 2.

Measurement and payment for **Remove Existing Pavement and Construct 6" Thick PCC Pavement** as shown on the plans shall be at the contract price bid per **Square Foot (SF)**. Said price shall include full compensation for furnishing all labor, materials, tools equipment, and incidentals, and for doing all the work involved in constructing 6" PCC pavement, as specified in the State Standard Specifications and these special provisions and as directed by the Engineer.

#### **10-1.25 Conduit**

Conduit shall be replaced in-kind between the existing electrical boxes to maintain required cover under reconstructed PCC pavement, and shall comply with section 86-1.02B of the State Standard Specifications.

Measurement and payment for **Re-Construct Conduit In-Kind Between Electrical Boxes Shown in Detail B for Future Remote Control** as shown on the plans shall be at the contract price bid per **Linear Foot (LF)**. Said price shall include full compensation for furnishing all labor, materials, tools equipment, and incidentals, and for doing all the work involved in reconstructing the existing conduit, including junction box, as specified in the State Standard Specifications and these special provisions and as directed by the Engineer.

#### **10-1.28 CONTRACT ITEMS OF WORK**

Contract items of work are described herein, including the method of measurement and payment.

This section specifies the method of measurement and payment for this Contract. Any method of measurement and payment described in the Standard specifications in conflict herewith is declared null and void.

It is intended herein that compensation for the entire work is to be accomplished through the combination of the various Contract pay items of work and compensation outside of these Contract items will not be allowed except for extra work ordered in writing by the City. In preparing this bid, the Contractor is enjoined to be diligent in making sure that all of his/her costs are covered by the Contract items of work.