

**CITY OF HUGHSON
DEPARTMENT OF PUBLIC WORKS**



**NOTICE TO CONTRACTORS
SPECIAL PROVISIONS
PROPOSAL & CONTRACT**

FOR

2023 SURFACE IMPROVEMENTS

PREPARED BY:

MCR ENGINEERING, INC.
1242 DUPONT COURT
MANTECA, CALIFORNIA 95336
(209) 239-6229
(209) 239-8839 FAX

JUNE 2023

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NOTICE TO CONTRACTORS

Contractors are invited to submit written formal bids for:

2023 SURFACE IMPROVEMENTS

Bids shall be submitted in sealed envelopes on the form provided with the specifications for that purpose. Envelopes shall be addressed to

Office of the City Clerk of the City of Hughson
7018 Pine Street
Hughson, California 95326

and plainly marked:

2023 SURFACE IMPROVEMENTS

and delivered to the City Clerk at City Hall, City of Hughson, 7018 Pine Street, Hughson California, 95326, up to **2:00 P.M., Wednesday, July 19th, 2023**, at which time subject bids will be publicly opened and read aloud.

Proposal forms for this work are included in the "Proposal" section of this document (blue pages).

The work to be performed consists, in general, of pavement patch repairs, pavement grind and overlay, placement of a Type II slurry seal, and striping. Other such items and details not mentioned herein that are required by the plans, Standard Specifications or these Special Provisions shall be performed, placed, constructed, or detailed.

Bids are required for the entire work described herein. The Contractor shall possess a Class A license at the time this contract is awarded.

This contract is subject to state contract non-discrimination and compliance requirements pursuant to Government Code Section 12990.

Plans, specifications and proposals are available at **CITY HALL IN HUGHSON, 7018 Pine Street, HUGHSON, CALIFORNIA 95326**. The successful bidder will be furnished with additional plans and specifications, upon request, at no additional cost. For information please call the **City Engineer** at **(209) 239-6229** or **City Hall** at **(209) 874-2328**.

Bids shall be accompanied by a Proposal Guaranty of a certified check or bidder's bond of not less than 10 percent (10%) of the total amount of the bid, made payable to the order of the City of Hughson, to be retained as liquidated damages by the Owner if the successful bidder fails to enter into a Contract. Upon entering into a contract, the successful bidder will be required to furnish a Performance Bond and a Payment Bond each for 100 percent of the contract amount.

The City of Hughson hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement any disadvantaged business enterprises will be afforded full

opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Pursuant to Section 1773 of the Labor Code, the general prevailing rate of wages in the County in which work is to be done has been determined by the Director of the Department of Industrial relations. These wage rates and the Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the serially numbered books issued for bidding purposes entitled "Proposal and Contract", and in the copies of said book that may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify rates, if necessary, will be issued to holders of "Proposal and Contract" books. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in said books entitled "Proposal and Contract". If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wages not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determinations otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall not pay less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Eastern Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

The Owner reserves the right to reject any or all bids, or to waive any informalities. If awarded, a contract will be awarded within 10 days of the bid opening. The Contract shall be signed within 14 calendar days; not including Sundays and legal holidays, after receipt of the Notice of Award, and work shall be completed within **sixty (60) calendar days** after Notice to Proceed.

For any moneys earned by the Contractor and withheld by the City of Hughson to ensure the performance of the contract, the Contractor may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Sections 22300 and 10263 of the Public Code of the State of California.

INSTRUCTIONS TO BIDDERS

ENGINEER:

MCR Engineering, Inc.
1242 Dupont Court
Manteca, CA 95336
(209) 239-6229

OWNER:

CITY OF Hughson
Public Works Department
7018 Pine Street
Hughson, CA 95326
Phone: (209) 883-4054

PART 1 - DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders, which are defined in the General Conditions and Supplementary Conditions have the meaning assigned to them in the General Conditions and the Supplementary Conditions. The term "Bidder" means one who submits a bid directly to the Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible, responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all addenda issued prior to receipt of Bids).

PART 2 - COPIES OF CONTRACT DOCUMENTS

- 2.01 Complete copies of the Plans and Specifications for use in preparing bids may be obtained in accordance with the Invitation to Bid.
- 2.02 Partial sets of Bidding Documents will not be issued. Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer in making copies of Bidding Documents available do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

PART 3 - QUALIFICATIONS OF BIDDERS

- 3.01 In accordance with Labor Code Section 1771.1(a):

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5 . It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

This requirement also applies to subcontractors listed in the Bid Proposal.

- 3.02 Each Bidder shall type or write in a legible manner their California Contractor's license number on the outside of the envelope or wrapper which contains their bid and in the space provided on the Bid Form or attach a notarized affidavit to their Bid that if they are the successful Bidder he/she will secure a valid California Contractor's license before beginning work.
- 3.03 The contractor who is awarded a contract must be properly licensed as a contractor from contract award through contract acceptance (Public Contract Code § 10164).
- 3.04 Each bidder must be prepared to submit within five (5) days of Owner's request written evidence of their qualifications to perform the work. Bidders may be required to submit evidence that they have a practical knowledge of the particular work bid upon, and that they have the financial resources to complete the proposed work. In determining the Bidder's qualifications, the following factors will be considered: work previously completed by the Bidder and whether the Bidder (a) maintains a permanent place of business, (b) has adequate plant and equipment to do the Work properly and expeditiously, (c) has the financial resources to meet all obligations incident to the Work, and (d) has appropriate technical experience. Each Bidder may be required to show that they have handled former work so that no just claims are pending against such work. No bid will be accepted from a Bidder who is engaged on any work, which would impair their ability to perform or finance this work.

PART 4 - EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.01 It is the responsibility of each bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work, (c) consider federal, state and local laws and regulations that may affect cost progress, performance or furnishing of the work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.
- 4.02 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work and which Bidder deems necessary to determine its Bid from performing and furnishing the work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.03 On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- 4.04 The work must be confined to the rights-of-way of the various streets shown on the plans within the project limits, unless other arrangements are made by the contractor.
- 4.05 Access to the site (if needed) may be arranged by contacting the City of Hughson, at telephone number (209) 883-4054. In general, site access will be limited to normal working hours.

- 4.06 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this part, that without exception the Bid is premised upon performing and furnishing the work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.
- 4.07 **No Pre-Bid Job Walk will be held for this project.**

PART 5 - INTERPRETATIONS AND ADDENDA

- 5.01 All questions about the meaning or intent of the Contract Documents are to be submitted to Engineer. Replies will be issued only by Addenda. Questions received within the week of the date fixed for the opening of bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 5.02 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.
- 5.03 The City will make reasonable efforts to deliver Addenda to all Bidders who are known by the City to have received a complete set of Contract Documents and who have provided a street address for receipt of Addenda. The City makes no guarantee that all Bidders will receive all issued Addenda. Each Bidder shall be responsible for ascertaining, prior to submitting its Bid, that it has received all issued Addenda. Each Bidder shall acknowledge receipt of all addenda on the Bid Form. Failure to acknowledge receipt of Addenda may render the bid non-responsive. Bidder shall not rely upon any interpretation or correction given by any other method. All Addenda shall become part of the contract documents. No Addenda will be issued within two days or forty-eight (48) hours of the date and time fixed for the opening of bids except an Addendum, if necessary, postponing the date for receipt of Bids or withdrawing the request for Bids.

PART 6 - BASIS OF BIDS

- 6.01 The Bidder shall submit a single base bid price as required by the Proposal, said base bid being the total of the prices for the various items listed in the Bid Form. The Base Bid shall be stated in words and numerals, in case of a conflict, words will take precedence.

PART 7 - BID SECURITY

- 7.01 Bid Security shall be made payable to Owner, in an amount of 10 percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached if a form is prescribed) issued by a Surety meeting the requirements of the General Conditions.
- 7.02 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract security within 14 calendar days of the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder

will be forfeited. The Bid Security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) by Owner to Contractor and the required Contract Security is furnished or the first day following the end of time specified in the Bid form during which the Bids shall remain open. Bid Security of other Bidders will be returned within 10 days of the Bid opening.

PART 8 - SUBSTITUTE MATERIAL AND EQUIPMENT

- 8.01 The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the "effective date of the Agreement". The procedure for submittal of any such application by Contractor and consideration by Engineer is set forth in the General Conditions which are supplemented in the General Requirements.
- 8.02 Whenever a material or article is specified or described by using the name of a proprietary product or the name of a particular manufacturer or vendor, the specified item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturer's products will be accepted provided sufficient information is submitted to allow Engineer to determine that the products submitted are equivalent to those names. Applications for such review will not be considered by Engineer until after the "effective date of the Agreement". The procedure for submittal of any such application by Contractor and consideration by Engineer is set forth in the General Conditions which are supplemented in the General Requirements.

PART 9 BID FORM

- 9.01 Bid form is to be completed and submitted with bid.
- 9.02 Bid forms must be completed in black or blue ink.
- 9.03 Bid by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of the authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 9.04 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 9.05 Bids by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant.
- 9.06 The names of all persons signing must also be legibly printed or typed below the signature. A Bid by a person who affixes to their signature the work "president", "secretary", "agent", or other designation

without disclosing their principal may be held to be the Bid of the individual signing. When requested by Owner, evidence of the authority of the person signing shall be furnished.

- 9.07 The full name of each person or company interested in the Bid shall be listed on the Bid Form.
- 9.08 The Bidder shall acknowledge receipt of all Addenda on the bid form.
- 9.09 No alterations in Bids, or in the printed forms therefore, by erasures. Interpolations, or otherwise will be acceptable unless each such alteration is signed by the Bidder; if initialed, Owner may require the Bidder to identify any alteration so initialed. No alteration in any Bid, or in the form on which it is submitted, shall be made after the Bid has been submitted.
- 9.10 The address to which communications regarding the Bid are to be directed must be shown.

PART 10 - SUBCONTRACTOR LISTING

- 10.01 Each Bidder shall list on the form provided, the name and the address of each subcontractor who will perform work or labor, or render service to the Bidder in or about the work; or a licensed subcontractor who, under subcontract to the Bidder, specially fabricates and installs a portion of the work, in an amount in excess of one-half of one percent and the portion of the work which will be done by each subcontractor.
- 10.02 If a Bidder fails to specify a subcontractor for any portion of the work, the bidder shall perform that portion themselves or obtain the written approval of the Owner for the proposed subcontractor.

PART 11 - SUBMISSION OF BIDS

- 11.01 Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be included in an opaque sealed envelope addressed to City of Hughson and identified on the outside with the Bidder's name, license number, and address and with the words:

Bid for the **2023 SURFACE IMPROVEMENTS**

- 11.02 Each Bid shall be accompanied by the Bid Security and other required documents.
- 11.03 If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof.
- 11.04 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Invitation to Bid, or the modified time and date indicated by addendum. Bids received after the time and date for receipt of Bids will be returned unopened. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- 11.05 Oral, telephone, telegraph, or electronic Bids are invalid and will not receive consideration. No Bidder may submit more than one Bid. Multiple Bids under different names will not be accepted from one firm or association.

PART 12 - MODIFICATION AND WITHDRAWAL OF BIDS

- 12.01 Bids submitted early may be modified or withdrawn by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or be by telegram; written confirmation over the signature of Bidder must have been mailed and postmarked on or before the date and before time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid. Bids may also be modified or withdrawn in person by the Bidder or an authorized representative provided he/she could prove their identity and authority. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.
- 12.02 If, within 24 hrs after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of their Bid, that Bidder may withdraw their bid, and their Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the work.

PART 13 - OPENING OF BIDS

- 13.01 Bids will be opened publicly and read aloud at the time and place shown in this notice. An abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

PART 14 - AWARD OF CONTRACT

- 14.01 Owner reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of product of figures and the correct sum or product thereof will be resolved in favor of the correct or product sum.
- 14.02 In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid Forms. It is Owner's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form but Owner may accept them in any order or combination.
- 14.03 Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner.

- 14.04 Owner may conduct such investigations as they deem necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 14.05 Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- 14.06 If the contract is to be awarded, it will be awarded to the lowest, responsible, responsive Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.
- 14.07 Bidders may file a "protest" of the commended award of a contract. Protests may only be submitted by bidders who submitted a bid proposal for the Project. For a protest to be considered valid, the submittal must:
- be filed within three (3) business days of the bid opening date, in writing, with the City Engineer;
 - clearly identify the specific accusation(s) involved;
 - specify, in detail, the ground(s) and fact(s) supporting the protest;
 - and include all relevant and supporting documentation at the time of filing.

Upon submission of the complete protest package, if validated, the City will review the basis of the protest and all relevant information. The City will provide a written decision to the bidder within five (5) business days after the date of receipt. The protestor may appeal the City Engineer's decision to the City Council.

PART 15 – DESCRIPTION OF BID ITEMS

- 15.01 **Type II Slurry Seal** – The lump sum price bid for this item shall include all labor, equipment, mobilization, materials, and all incidentals necessary to place a type II slurry seal as **described in the Technical Specifications** in the locations shown on the vicinity map. Work shall include, but not be limited to traffic control, removal of existing striping, pavement cleaning and preparation, crack sealing, placement of slurry seal, pneumatic rolling, sweeping and incidentals necessary for a complete installation.

It is intended for slurry seal placement in all locations to take place the day after trash pickup. The Contractor shall be responsible for coordination with the local trash collection service provider.

Contractor shall be required to perform an additional sweeping of the project limits at twenty-one (21) days post application.

Where removal of yellow paint and/or yellow thermoplastic striping occurs, contractor shall provide a Lead Compliance Plan that details the testing, handling, and disposal of these materials in accordance with Caltrans Standard Specification Section 14-11.12.

Payment will be at the lump sum contract price.

15.02 **2" Grind and Overlay** - The unit price bid for this item shall include all labor, equipment, materials and all incidentals necessary to grind and place a 2" asphalt overlay in the locations shown on the plans. Work shall include, but not be limited to grinding, placing tack oil, paving, compaction, sweeping, and incidentals necessary for a complete installation. Payment will be at the lump sum contract price.

15.03 **Dig Out and Replace, 3" AC / 6" AB** - The unit price bid for this item shall include all labor, equipment, materials and all incidentals necessary to remove asphalt concrete and aggregate base to a depth of 9", and replacement with asphalt concrete and base rock at the locations indicated on the plans. Work shall include, but not be limited to sawcutting, removal and disposal of demolished material(s), compaction, sweeping, and incidentals necessary for a complete installation. All removed material shall be disposed of offsite. Payment will be at the Unit price bid.

In general, payment associated with this item of work will be based upon the field measured square feet to the nearest tenth of a foot in each direction of work completed.

15.04 **Striping** – The lump sum price bid for this item shall consist of the replacement of any and all pavement markings damaged, removed, covered during the construction process, or as shown on the improvement plans. All traffic striping shall be thermoplastic and shall conform to the requirements of Caltrans Standard Specifications Section 84-2. All Striping Details identified reference Caltrans 2018 Standard Plan "Pavement Markers and Traffic Lines Typical Details".

Where removal of yellow paint and/or yellow thermoplastic striping occurs, contractor shall provide a Lead Compliance Plan that details the testing, handling, and disposal of these materials in accordance with Caltrans Standard Specification Section 14-11.12.

Payment will be at the lump sum contract price.

PROPOSAL TO CITY OF HUGHSON
DEPARTMENT OF PUBLIC WORKS
FOR THE CONSTRUCTION OF

**2023 SURFACE IMPROVEMENTS
HUGHSON, CALIFORNIA**

NAME OF BIDDER _____
BUSINESS P.O. BOX _____
CITY, STATE, ZIP _____
BUSINESS STREET ADDRESS _____
(Please include even if P.O. Box used)
CITY, STATE, ZIP _____
TELEPHONE NO: AREA CODE () _____
FAX NO: AREA CODE () _____
CONTRACTOR LICENSE NO. _____

The work for which this proposal is submitted is for construction in accordance with the special provisions (including the payment of not less than the Federal prevailing wage rates or), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in accordance with the Standard Specifications and Drawings for the City of Hughson, dated 2007, and the Labor Surcharge And Equipment Rental Rates in effect on the date the work is accomplished.

The special provisions for the work to be done are included in this document. Project plans for the work to be done were approved and are entitled:

**IMPROVEMENT PLANS FOR
2023 SURFACE IMPROVEMENTS**

Receipt of copies of the following addenda(s) is hereby acknowledged.

Addendum No.	Bidders Signature	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Bids are to be submitted for the entire work necessary to construct those items listed in the "Contractor's Bid" sheet (P-3). The amount of the bid for comparison purposes will be the total of all items of the base bid and any combination of the bid alternates.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case

of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Department's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the City of Hughson, and that discretion will be exercised in the manner deemed by the City of Hughson to best protect the public interest in the prompt and economical completion of the work. The decision of the City of Hughson respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the City of Hughson within 14 calendar days, not including legal holidays, after the bidder has received notice from the City of Hughson that the contract has been awarded, the City of Hughson may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the City of Hughson.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he or she has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he or she proposes, and agrees if this proposal is accepted, that he or she will contract with the City of Hughson in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he or she will take in full payment therefore the following prices, to wit:

CONTRACTOR'S BID

2023 SURFACE IMPROVEMENTS

No.	Description	Quantity	Unit	Unit Price	Total Price
1.	Type II Slurry Seal	1	LS @	_____	= _____
2.	2" Grind and Overlay	52,100	SF @	_____	= _____
3.	Dig Out and Replace (3"AC/6"AB)	6,570	SF @	_____	= _____
4.	Striping	1	LS @	_____	= _____

TOTAL BID (NUMERICAL) = _____

TOTAL BID (WRITTEN OUT) = _____

Bidder's Signature

Title

Company Name

**CITY OF HUGHSON
DEPARTMENT OF PUBLIC WORKS**

BIDDER'S BOND

We, _____
_____ as Principal, and

as Surety are bound unto the City of Hughson, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for **2023 SURFACE IMPROVEMENTS** for which bids are to be opened at Hughson City Hall on **July 19th, 2023**.

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him or her for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: _____, 20 ____.

Principal

Surety
By _____
Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City/County of _____ SS

On this _____ day of _____ in the year 20 ____ before me
_____, personally appeared _____,
Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL) _____

The Bidder shall list the name, address, license number, and DIR number of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 7 (c) (2) "Required Listing of Proposed Subcontractors," of the Standard Specifications.

LIST OF SUBCONTRACTORS

<u>Name, Address, License #, DIR #</u>	<u>Description of Work Subcontracted</u>

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO
CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE
A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he or she has _____, has not _____ participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he or she has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

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

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

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

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not _____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

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

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

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

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

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF HUGHSON

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

CONSTRUCTION CONTRACT FOR

CITY OF HUGHSON – 2023 SURFACE IMPROVEMENTS PROJECT

This Construction Contract for the above-referenced and herein described Project (“**Agreement**”) is made and entered into this [DATE] day of [MONTH], [YEAR], by and between the City of Hughson, a California municipal corporation (“**City**”), and [CONTRACTOR], a [ENTITY] (“**Contractor**”).

SECTION I - PURPOSE

Contractor shall provide certain construction services (further described in this Agreement) required by City in connection with the project described in Exhibit “A” attached hereto and by this reference incorporated herein (“**Project**”), on the terms and conditions set forth in this Agreement.

SECTION II – TERM

Section 2.1. Term. The term of this Agreement shall be from the date of execution of this Agreement to [DATE], unless earlier terminated as provided herein.

SECTION III – SCOPE OF SERVICES

Section 3.1. Scope of Services. The scope of services to be provided by Contractor is set forth on Exhibit “A” attached hereto and by this reference incorporated herein (“**Services**”). Contractor represents it has the qualifications, experience, licenses, and facilities necessary to properly perform the Services in a competent and professional manner, and warrants it will perform the Services as set forth herein in a competent, professional and satisfactory manner. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules, and regulations.

Section 3.2. Schedule of Services. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines, including any schedule of services set forth in Exhibit “A.”

Section 3.3. Permits, Licenses, Fees, and Other Charges. Contractor shall, in accordance with applicable laws and ordinances, obtain at its his/her/its expense all permits and licenses necessary to accomplish the Services. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

SECTION IV – COMPENSATION

Section 4.1. Total Compensation. The total compensation shall not exceed [AMOUNT] without written approval by City (“**Contract Amount**”). Extra Work may be authorized, as described below, and if authorized, will be compensated in the manner set forth in this Agreement.

Section 4.2. Payment Application. Contractor shall receive compensation including authorized reimbursements, for all Services rendered pursuant to the schedule of values set forth in Exhibit “B” attached hereto and incorporated herein by reference. On or about the tenth day of each month after the start of the work, an amount equal to ninety-five percent (95%) of the value of all Services completed as of the 20th day of the preceding month, based on the quantities of Services completed, as determined by the City, or City’s agent, less the aggregate of all previous payments made to the Contractor.

Section 4.3. Lien Waivers. It is further agreed by the parties that before each payment is made as provided above, receipts and releases of liens of all kinds for all labor and materials and all other indebtedness connected with the work shall be presented to the City by the Contractor upon the request of the City.

Section 4.4. Final Payment. Sixty (60) days after completion of the Agreement and its acceptance by the City, the balance of the Agreement price will be paid. Such final payment will not be made until completion of the Project and acceptance of the whole by the City.

Section 4.5. Substitution of Securities. Contractor may substitute securities in lieu of retained funds in accordance with Public Contract Code section 22300.

Section 4.6. Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, “**Extra Work**” means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization by City.

Section 4.7 Claims Resolution and Civil Action Procedures. Public Contract Code sections 20104 – 20104.6 govern all public works claims of \$375,000 or less which arise between a contractor and a local agency. Public Contract Code section 20104(b)(2) it is stated that “**Claim**” means a separate demand by the contractor for (a) a time extension; (b) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work, and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or (c) an amount the payment of which is disputed by the local agency. Exhibit “C” attached to this Agreement contains copies of the following: Claims Resolutions Procedures set forth in Public Contract Code section 20104.2, and Civil Action Procedures set forth in Public Contract Code section 20104.4.

SECTION V – CONTRACTOR RESPONSIBILITIES

Section 5.1. Contractor agrees as follows:

- a. To do all the work and furnish all the labor, material, equipment and appliances to complete the Services in accordance with this Agreement.
- b. To do and perform the Services diligently as directed by the City until completion is evidenced by written acceptance by the City.
- c. All Services performed by Contractor shall be subject to the approval of City.

- d. To remedy, at his/her/its expense, any defects in the Services which shall appear within a period of twelve (12) months from the date of the final acceptance of the Services.
- e. Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the City will sustain in the event of and by reason of Contractor's delay in completing the Services included in this Agreement within the time limit agreed upon or such extensions thereof as may be granted; therefore, pursuant to Public Contract Code section 7203, Contractor shall forfeit to City [AMOUNT] per calendar day as liquidated damages for each and every calendar day's delay beyond the time herein prescribed, or such extensions thereof as may be granted, for completion of all the Services included in this Agreement.
- f. If the total Contract Amount as set forth in this Agreement is in excess of \$25,000, then Contractor shall provide a Faithful Performance Bond and a Labor and Materials Bond, in the sum of 100% of the contract price pursuant to the requirements of Civil Code section 9550.

SECTION VI – PUBLIC WORKS REQUIREMENTS

Section 6.1. Public Works Acknowledgement. Contractor acknowledges the Project is a “public work” as defined in Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code (Chapter 1).

Section 6.2. Prevailing Wages. Contractor is aware of the requirements of California Labor Code section 1720, et. seq., (“**Prevailing Wage Laws**”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interest parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1777.6 and 1777.7, 1813, and 1815 of the Labor Code within this Agreement, and Contractor shall therefore comply with the Labor Code sections to the fullest extent required by law. Contractor shall defend, indemnify, and hold City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with Prevailing Wage Laws. The statutory provisions for penalties for failing to comply with the Prevailing Wage Laws and labor laws will be enforced, as well as that for failing to pay prevailing wages.

Section 6.3. Registration and Labor Compliance. If the Services are being performed as part of an applicable “public works” or “maintenance” project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and all subcontractors must be registered with the Department of Industrial Relations (“**DIR**”). Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be

Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

Section 6.4. Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provision of Labor Code section 3700 which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing performance of the Services.

SECTION VII – INSURANCE

Section 7.1. The Contractor shall, at Contractor's sole cost and expense, obtain and maintain the types and limits of insurance set forth in Exhibit "D" (attached hereto and by this reference incorporated herein) until the expiration of the period for correction of Services as set forth in Section 5.1.d.

Section 7.2. The Contractor shall, at Contractor's sole cost and expense, abide by all terms and conditions set forth in Exhibit "D" attached to this Agreement.

SECTION VIII – INDEMNIFICATION

To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City's officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with the Services or any work undertaken or in connection with this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. Contractor shall pay and satisfy any judgment, award, or decree that may be rendered against City or its directors, officials, officers, employees, volunteers, and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents, or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceed, if any, received by City, its directors, officials, officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

SECTION IX – GENERAL PROVISIONS

Section 9.1. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CITY: CITY OF HUGHSON
POST OFFICE BOX 9
HUGHSON, CA 95326
ATTN: CITY MANAGER

CONTRACTOR: [CONTRACTOR NAME]
[CONTRACTOR ADDRESS]
[CITY, STATE ZIP]
ATTN: [OFFICIAL], [OFFICIAL TITLE]

Section 9.2. Time is of the Essence. Time is of the essence for each and every provision of this Agreement.

Section 9.3. Waiver. It is expressly understood and agreed that a waiver of any of the conditions or covenants of this Agreement shall not be considered a waiver of any of the provisions hereof.

Section 9.4. Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

Section 9.5. Governing Law; Forum. This Contract shall be governed by the laws of the State of California, regardless of where it was executed. Any dispute that arises under or relates to this Agreement (whether contract, tort, or both) shall be resolved in a superior court located in Stanislaus County, California.

Section 9.6. Assignment. Neither party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder.

Section 9.7. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

Section 9.8. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. City and Contractor each warrants to the other that the individual or individuals who have signed this Agreement on the behalf of City or Contractor, as the case may be, has or have the legal power, right, and authority to make this Agreement and bind each respective party.

Section 9.9. Attorney Fees. In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks

a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorney fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

Section 9.10 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Agreement may only be modified by a writing signed by both parties.

Section 9.11 Conflicts. In the event of any conflict, inconsistency, or incongruity between any provision of this Agreement and any provision within any of the Bidding Documents or the Contract Documents (as such terms are used and/or defined in the Instructions to Bidders and other relevant documents pertaining to the solicitation of bids used by the City in connection with the Project), the provisions of this Agreement shall govern and control.

IN WITNESS WHEREOF, City and Contractor have executed this Agreement as of the day and year first above written.

CITY OF HUGHSON,
a California municipal corporation

[CONTRACTOR]

By: [OFFICIAL NAME]
Its: CITY MANAGER

By: [CONTRACTOR OFFICIAL NAME]
Its: [CONTRACTOR OFFICIAL TITLE]

Date: _____

Date: _____

Approved as to form:

By: [OFFICIAL]
Its: CITY ATTORNEY

Date: _____

EXHIBIT A

PROJECT DESCRIPTION:

This project involves the application and use of several pavement preservation methods, including a Type II slurry seal, a grind and overlay, and patch repairs, on streets and specific locations within that have deteriorated and are in need of this work. After these applications, striping will be replaced with the most current and updated version of Caltrans and MUTCD standards.

SCOPE OF SERVICES:

The work to be performed consists, in general, of pavement patch repairs, pavement grind and overlay, placement of a Type II slurry seal, and striping. Other such items and details not mentioned herein that are required by the plans, Standard Specifications or these Special Provisions shall be performed, placed, constructed, or detailed.

EXHIBIT B

PAYMENT – SCHEDULE OF VALUES:

See the “Contractor’s Bid”, page P-3, of the bid package.

EXHIBIT C

COPY OF PUBLIC CONTRACT CODE SECTIONS ON CLAIMS RESOLUTION PROCEDURES AND CIVIL ACTION PROCEDURES (as of January 2019)

20104.2 Claims; requirements; tort claims excluded

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b)(1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c)(1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1

(commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4 Civil Action Procedures; mediation and arbitration; trial de novo; witnesses

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

EXHIBIT D

INSURANCE PROVISIONS

SECTION 1 REQUIRED INSURANCE COVERAGES FOR CONTRACTORS AND SUBCONTRACTORS

SECTION 1.1 Contractor, and each subcontractor, throughout the term of the Project, or longer as required below, will procure and maintain in full force and effect, at its sole cost and expense, the following insurance with limits not less than specified herein or as required by law, whichever is greater:

(a) Workers' Compensation Insurance

(i) **Minimum Scope and Limits.** Workers' Compensation Insurance with employer's liability insurance with limits of the following:

Coverage A. Statutory Benefits - State of Hire

Coverage B. Employers' Liability of not less than:

Bodily Injury by accident: \$1,000,000 each accident

Bodily Injury by disease: \$1,000,000 policy limit

Bodily Injury by disease: \$1,000,000 each employee

(ii) **Waiver of Subrogation.** Worker's Compensation Insurance must contain a waiver of subrogation endorsement providing that each insurer waives any rights of recovery by subrogation, or otherwise, against City and City's lender(s). A waiver of subrogation shall be effective as to any person even if such person (A) would otherwise have a duty of indemnification, contractual or otherwise, (B) did not pay the Worker's Compensation Insurance premium directly or indirectly, and (C) does or does not have an insurable interest in the property damaged.

(b) Automobile Liability

Insurance to include coverage equivalent in scope to ISO form CA 00 01 with not less than \$1,000,000 combined single limit, each accident covering all owned, hired and non-owned autos. If Contractor or any subcontractor does not have any company-owned vehicles, a copy of the declaration page from the personal auto liability policy of the principal(s) of Contractor or each subcontractor making such claim will be acceptable. Hired and non-owned auto coverage of Contractor and each subcontractor must be evidenced through a general liability policy or auto policy.

(c) Comprehensive/Commercial General Liability for Construction Manager and Contractor

(i) **Minimum Limits.** Contractor shall carry Comprehensive General Liability or Commercial General Liability insurance ("CGL") covering all operations by or on behalf of Contractor providing CGL coverage (equivalent in coverage to ISO form CG 00 01) for bodily injury and property damage, shall not be less than:

Each Occurrence Limit	\$2,000,000
Personal Advertising Injury Limit	\$1,000,000
Products and Completed Operations	\$2,000,000
General Aggregate Limit	\$4,000,000

endorsements: (ii) **Minimum Scope.** The policy must include the following scope or

1. Standard ISO CG0001 10 01 Contractual Liability coverage, or its equivalent.
2. Separation of Insureds clause.
3. Broad Form Property Damage coverage.
4. A Waiver of Subrogation, to apply in favor of City and any City lender(s).
5. Coverage must be on an “occurrence” form. “Claims Made” and “Modified Occurrence” forms are not acceptable.
6. Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy.
7. Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XCU).
8. The CGL policy may not be subject to a self-insured retention (“**SIR**”) or deductible that exceeds \$25,000. In the event City has been notified of a claim arising from the Project, City may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. In the event the amounts owed to Construction Manager or Contractor is insufficient to meet the SIR/deductible or the Project is completed, City shall be entitled to deduct the remaining balance of the SIR/deductible from amounts owed to Contractor for its work. If any policy is subject to a SIR, then such SIR shall contain or be endorsed to provide that the SIR may be satisfied through payments made by (A) the named insured, or (B) City or (C) any additional insureds, co-insurers, and/or insureds other than the First Named Insured. The policy must also state that the Allocated Loss Adjustment Expenses will satisfy the SIR or deductible.

(iii) **Additional Insured Endorsements.** The Contractor will obtain an Additional Insured Endorsement naming the City and its lender(s) as an additional insured.

(d) CGL for Subcontractors.

(i) **Minimum Limits.** Subcontractors are required to obtain CGL insurance coverage with CGL coverage (equivalent in coverage to ISO form CG 00 01) for bodily injury and property damage, shall not be less than:

	Insurance Limits
Each Occurrence	\$2,000,000
Personal Advertising Injury Limit	\$1,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products/Completed Operations)	\$4,000,000

(ii) **Minimum Scope.** The policy must include the following provisions:

1. Standard ISO CG0001 10 01 Contractual Liability coverage, or its equivalent.
2. Separation of Insureds clause.
3. Broad Form Property Damage coverage, including completed operations, or its equivalent.
4. An Additional Insured Endorsement (equivalent to ISO form CG 20 10 11 85 or ISO form CG 20 10 10 02 (or earlier edition form), plus ISO form CG 2037 10 01) naming as additional insured: City and any City lender(s).
5. A Waiver of Subrogation, to apply in favor of City and any City lender(s).
6. Coverage must be on an “occurrence” form. “Claims Made” and “Modified Occurrence” forms are not acceptable.
7. Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy.

8. Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XCU).
9. There shall be no exclusion for attached, residential or condominium projects.
10. Products and Completed Operations coverage shall be maintained for the longer of (a) ten (10) years following completion of the Contractor's work or in the case of subcontractors, the subcontractors' work, and (b) the applicable statute of limitations and/or repose for the jurisdiction of the site of the Project.
11. There shall be no exclusion for subsidence.
12. There shall be no "pollution" exclusions or its equivalent.

(e) Professional Liability Insurance.

1. **Minimum Limits.** If Contractor or any subcontractor performs or contracts to perform any design/build work in connection with the Project, Contractor or such subcontractor, or its design subconsultant, must have Professional (Errors and Omissions) Liability insurance in limits not less than \$2,000,000 each claim and in the aggregate, with a deductible or SIR amount not greater than \$50,000.
2. **Minimum Scope.** Such insurance shall include prior acts coverage sufficient to cover the Services and the work in connection therewith, and contractual liability to cover liability assumed under the Agreement, or in the case of a subcontractor, the subcontract. Such policy may be written on a "claims made" basis provided that the policy has a retroactive date of placement prior to or coinciding with the commencement of any professional services performed on any part of the Services and is to be maintained during the term of the Agreement or any subcontract in connection with the Agreement, in the case of subcontractors, and for a period of ten (10) years after substantial completion of the Project. There shall be no exclusion for attached, residential or condominium projects, or public works projects. Such Contractor or subcontractor performing design/build Work is required to obtain evidence to City that their current Professional Liability policy has no impairment on the aggregate limits before commencing any design/build work.

(f) Property Insurance.

1. **Coverages.** Contractor and subcontractors performing work in connection with the Project are required to maintain Property Insurance coverage for physical damage (including loss of use therefrom), of their property, supplies and equipment (whether or not owned by them) that are not covered under the City's Builder's Risk Insurance. The policy should be maintained for the duration of this Agreement, or in the case of Subcontractors, their subcontracts, and shall continue until the Project is delivered to the City.
2. **Required Waivers.** Contractor and subcontractors performing work in connection with the Project shall have no recourse, and waive all rights of recovery, against the Indemnified Parties (and any Persons claiming through them) for any physical damage to any property, supplies or equipment of Contractor or

Subcontractors. Each policy shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the parties entitled to indemnification under Section VIII of the Agreement (and all persons or entities claiming through them), and against any other contractor or subcontractor for any monies paid under the said insurance policies. Contractor and each subcontractor performing work in connection with the Project shall cause its insurance carriers to consent to such waiver of subrogation.

3. **Additional Insureds.** The policy shall name the City and its lender(s) as an additional insureds and loss payees on the property insurance policies in connection with any material stored off-site by Contractor and/or any subcontractor.

4. In the event that materials or any other type of personal property of Contractor is acquired for the Project or delivered to the Project site, Contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include theft, fire, vandalism, and use, including use by unauthorized persons.

SECTION 2 GENERAL INSURANCE REQUIREMENTS FOR CONTRACTOR AND SUBCONTRACTORS

SECTION 2.1 All insurance required under this Exhibit D shall be obtained at the sole cost and expense of Contractor, and/or subcontractors, and shall be maintained with insurance carriers properly licensed to do business in the California having a general rating of not less than an “A(-)” and financial rating of not less than at least an “VII” as rated in the most recent edition of A.M. Best’s Insurance Reports or, if not rated by A.M. Best’s Insurance Reports, then a comparable rating from a nationally recognized rating agency approved by the City. Contractor agrees to provide to City a full certified copy of any policy maintained by Contractor at City’s request, and require the same of its subcontractors.

SECTION 2.2 If any subcontractor fails to secure and maintain the required insurance, City or Contractor shall have the right (without any obligation to do so) to secure same in the name and for the account of Contractor in which event Contractor shall pay the costs thereof and furnish upon demand all information that may be required in connection therewith. City shall notify Contractor if City exercises its right, whereupon Contractor’s responsibility to carry such insurance shall cease and all the premiums and other charges associated with such insurance shall be refunded to City. City further reserves the right at any time, with thirty (30) days’ written notice to Contractor, to require that Contractor resume the procurement and maintenance of any insurance for which City has elected to procure pursuant to this subsection; in such event, the sums paid to Contractor by City shall increase to the extent of any previously agreed and implemented reduction (as noted above) attributable to City’s prior assumption of the particular insurance coverages. Such refund shall be equitably pro-rated based upon Contractor’s completed Services at the time of such adjustment.

SECTION 2.3 All insurance policies must provide per the terms and conditions of the insurance policies a thirty (30) days’ written notice to City of any cancellation, non-renewal or modification of any such policies and a ten (10) days’ notice of cancellation for non-payment of premium to City. Contractor shall and shall require all Subcontractors to shall provide City with a copy of any notice of reduction or cancellation that they receive within five (5) business days of receipt of such notice. Contractor and each of its subcontractors shall supply City with updated replacement certificates of insurance and/or copies of insurance policies that evidence the continuation of all of the terms and conditions of the coverage, limits of protection, and scope of coverage as required by this Exhibit D.

SECTION 2.4 No act or omission of any insurance agent, broker or insurance company representative shall relieve Contractor of any of its obligations under the Agreement.

SECTION 2.5 Contractor or its subcontractors (or any combination thereof) shall not take any actions that would suspend or invalidate any of the required coverages during the time period such coverages are required to be in effect.

SECTION 2.6 Each insurance policy shall provide that any failure to comply with reporting provisions of the policies by Contractor shall not affect coverage provided to City and all additional insureds.

SECTION 2.7 No Limitations on Coverage. The insurance limits herein are minimum levels of insurance only and nothing herein should be construed to limit the actual limits of insurance obtained by Contractor or its subcontractors. Should Contractor or its subcontractors obtain limits and coverages in excess of the minimum insurance requirements contained herein, then the limits in the policy shall apply to this Project.

SECTION 2.8 The Certificates of Insurance shall state “All Operations” of Contractor performed on behalf of City shall be covered by such insurance.

SECTION 2.9 City reserves the right, in its sole discretion, to require higher limits of liability coverage if, in City’s opinion, operations by or on behalf of Contractor create higher than normal hazards, and, to require Contractor to name additional parties in interest to be an additional insureds, and included in any required Waiver of Subrogation, Notice of Cancellation, or other endorsement. If City exercises the right to require higher limits, City and Contractor shall negotiate an equitable adjustment through a change order.

SECTION 2.10 Nothing in this Exhibit D shall reduce Contractor’s, and any subcontractor’s obligations under the Agreement. Contractor’s (or any subcontractors’) procurement and/or maintenance of insurance shall not be construed as a limitation of liability or as full performance of the indemnification and hold harmless provisions of the Agreement.

SECTION 2.11 Certificates of Insurance. Neither Contractor nor any subcontractor shall commence any Services or other work on or about the site of the Project including, without limitation, bringing any equipment or personnel onto the Project site, until such time as City has received, reviewed and approved evidence satisfactory to City that all mandatory insurance as specified in this Exhibit D has been obtained by such parties and that such insurance is in form and substance satisfactory to City. Prior to the commencement of the Services, Contractor and each subcontractor are required to provide certificates of insurance to City as evidence that policies specified in this Exhibit D are in full force and effect. Acceptance and/or approval by City of the insurance herein shall not be construed to waiver or relieve Contractor or subcontractors from any obligations, responsibilities or liabilities under the Agreement. Certificates of insurance will be labeled and addressed as follows:

CITY OF HUGHSON
POST OFFICE BOX 9
HUGHSON, CA 95326
ATTN: CITY MANAGER

SECTION 2.12 Waiver of Right to Recovery. Contractor, and any subcontractor performing work in connection with the Project retained by or for Contractor, hereby waive all rights of recovery by subrogation, because of deductible or self-insured retention clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, and for any other reasons, against each other, City, and its elected officials, managers, officers, directors, agents, and employees, and any other

contractor, subcontractor or other person or entity performing work or rendering services on behalf of City in connection with the Project.

SECTION 2.13 Umbrella/Excess Liability Insurance. If excess/umbrella policies are used to meet the limits of liability requirement said policies shall be “following” form of the underlying primary policy. Evidence of such coverage shall be provided in the form of a certificate of insurance and endorsements in compliance with Section 2.11 before Contractor or any subcontractor commences work on the Project.

SECTION 2.14 Property Insurance. Where Property/Builder’s Risk insurance is not purchased by City for the benefit of Contractor and any subcontractor performing work in connection with the Project, then Contractor and each subcontractor shall be fully responsible for all loss or damage to Contractor and/or each subcontractor’s work, and Contractor and/or each subcontractor shall obtain Property/Builder’s Risk insurance covering Contractor, and/or each subcontractor’s work. Such insurance shall also apply to any of City’s property in the care, custody, or control of Contractor and/or each subcontractor.

SECTION 2.15 All capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Agreement.

CITY OF HUGHSON
COMMUNITY DEVELOPMENT DEPARTMENT

SAMPLE PAYMENT BOND
(Section 3247, Civil Code)

WHEREAS, The City of Hughson, acting by and through the Community Development Department, hereafter referred to as "Obligee", has awarded to Contractor _____ hereafter designated as the "Principal", a contract for the work described as follows:

The work generally consists of, but is not limited to, the following: a d j u s t water and sewer services, roadway excavation and grading, asphalt grinding/milling, roadway paving and street striping. The contractor shall include in his or her bid and provide all labor, tools and materials for a complete project in conformance with the intent shown on the drawings and specified herein.

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____ dollars (\$ _____), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his or her subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to fixed by the court. This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____, 20

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Principal

Surety (SEAL)

By: Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City / County of _____

On this day of _____, 20__ before me _____ personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence)

Attorney-in-Fact
to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-fact.

(SEAL) Notary Public

CITY OF HUGHSON
COMMUNITY DEVELOPMENT DEPARTMENT

SAMPLE PERFORMANCE BOND

(To Accompany Contract)

Bond No. _____

WHEREAS, the City of Hughson, acting by and through the Community Development Department, has awarded to Contractor _____ hereafter designated as the "Contractor", a contract for the work described as follows:

The work generally consists of, but is not limited to, the following: a d j u s t water and sewer services, roadway excavation and grading, asphalt grinding/milling, roadway paving and street striping. The contractor shall include in his/her bid and provide all labor, tools and materials for a complete project in conformance with the intent shown on the drawings and specified herein.

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the City of Hughson in the sum of \$ _____ dollars, to be paid to said City or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his (her) or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the City / County of _____, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Contractor

Name of Surety (SEAL)

By: Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, City / County of _____

On this _____ day of _____ in the year 20 ____ before me _____, a notary public in and for the City / County of _____ personally appeared _____ known to me to be the person whose name is subscribed to this instrument and known to me to be the attorney-in-fact of _____ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-fact.

(SEAL) Notary Public

NOTICE OF AWARD

Description of Work: **2023 SURFACE IMPROVEMENTS**

To _____
(Contractor)

(Address)

(City, State, Zip)

The **City of Hughson, (Owner)**, represented by the undersigned has considered the proposal submitted by you for the above described work in response to its Notice to Contractors dated _____, 20____, revised _____, 20____.

It appears that it is to the best interest of said **Owner** to accept your Proposal in the amount of

(written description of contract amount)

(\$ _____) you are hereby notified that your Proposal has been accepted.

If you fail to execute said contract and to furnish bonds and certificates within **14 calendar days** from the date of delivery of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Proposal as abandoned and to award the work covered by your Proposal to another, or to re-advertise the work or otherwise dispose thereof as the Owner may see fit.

Dated this _____ day of _____, 20____.

OWNER: City of Hughson

By _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

This _____ day of _____, 20____

By _____

Title: _____

NOTICE TO PROCEED

Description of Work: **2023 SURFACE IMPROVEMENTS**

To _____
(Contractor)

(Address)

(City, State, Zip)

You are hereby given Notice to Proceed with the construction of the above referenced project. This notice

Given this _____ day of _____, 20____, begins the **sixty (60) days** construction period for this project, and unless amended as provided for in the specifications, work shall be completed by the _____ day of _____, 20____.

Work required beyond the established date of completion for this project will be assessed liquidated damages at the rate of **\$ 1,000.00 per day** in conformance with the specifications.

OWNER: City of Hughson

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged

This _____ day of _____, 20____

By _____

By _____

Title: _____

Title: _____

CITY OF HUGHSON
DEPARTMENT OF PUBLIC WORKS
SPECIAL PROVISIONS

SECTION 1
SPECIFICATIONS AND PLANS

The work embraced herein shall be done in accordance with the Standard Specifications (current edition), and the Standard Plans (current edition), of the Department of Transportation insofar as the same may apply; in accordance with the City of Hughson's Standard Plans and Specifications, which plans and specifications are hereinafter referred to same; and in accordance with the following special provisions. In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and be used in lieu of the conflicting portions.

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," 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 indented 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.

In the event of a conflict in the Contract documents, the order of precedence from highest to lowest shall be as follows:

- These Special Provisions
- The Project Plans
- City of Hughson's Standard Plans and Specifications
- Standard Specifications

1-1.01 - Definitions And Terms – Whenever in the Standard Specifications, or in any documents or instruments where these specifications govern, the terms State of California, Department of Transportation, Director Engineer, or Laboratory are used, the following terms shall be substituted therefor, and any reference to any of the above terms shall be understood and interpreted to mean and refer to such substituted terms as follows:

<u>STATE OF CALIFORNIA:</u>	The City of Hughson
<u>DEPARTMENT OF TRANSPORTATION:</u>	The Public Works Department of the City of Hughson.
<u>DIRECTOR:</u>	The Director of Public Works of the City of Hughson.
<u>ENGINEER:</u>	The City Engineer of the City of Hughson, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
<u>LABORATORY:</u>	Any laboratory as may be authorized by the City to test materials and work involved in the Contract.

SECTION 2

BIDDING

2-1.01 - GENERAL - The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

In accordance with Labor Code Section 1771.1(a):

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5 . It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

The bidder's bond shall conform to the bond form in the Bid book for the project and shall be properly filled out and executed. The bidder's bond form included in that book may be used.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Bid book. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contract.

2-1.02 - DISADVANTAGED BUSINESS ENTERPRISE (DBE).

Not used.

2-1.03 – BID RIGGING

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

2-1.04 - Required Listing of Proposed Subcontractors - Each proposal shall have listed therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of ½ of one percent of their total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practice Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of said Act related to the impositions of penalties for failure to observe its provisions by using unauthorized subcontractors or buy making or unauthorized substitutions.

A sheet for listing the subcontractors, as required herein, is included in the Proposal.

Bidders are cautioned that this listing requirement is in addition to the requirements to provide a list of DBE subcontractors after the opening of the proposals.

SECTION 3

AWARD AND EXECUTION OF CONTRACT

3-1.01 - General – The bidder’s attention is directed to the provisions in Section 3, “Award and Execution of Contract,” of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

Bidders may file a protest of the commended award of a contract. Protests may only be submitted by bidders who submitted a bid proposal for the Project. For a protest to be considered valid, the submittal must:

- be filed within three (3) business days of the bid opening date in writing with the City Engineer;
- clearly identify the specific accusation(s) involved;
- specify, in detail, the ground(s) and fact(s) supporting the protest;
- and include all relevant and supporting documentation at the time of filing.

Upon submission of the complete protest package, if validated, the City will review the basis of the protest and all relevant information. The City will provide a written decision to the bidder within five (5) business days after the date of receipt. The protestor may appeal the City Engineer’s decision to the City Council.

Bid protests are to be delivered to the following address:

City of Hughson
7018 Pine Street
Hughson California, 95326

The right is reserved to reject any and all proposals.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be made within 60 days after the opening of proposals. This period will be subject to extension for such further period as may be agreed upon in writing between the City and the bidder concerned.

All bids will be compared on the basis of the Engineer’s estimate of the quantities of work to be done.

3-1.02 - Contract Bonds – The Contractor will be required to execute the performance and payment bonds within fourteen calendar days from the date when the Notice of Award is delivered to the Contractor. The performance and payment bonds must each be in the amount of 100 percent of the Contract price with a corporate surety approved by the City and authorized to do business in the state where the Contract is to be performed. Failure to execute the bonds within the time specified shall allow the City to consider that the bidder has abandoned the Contract, in which case the check or bidder’s bond accompanying the proposal shall be the property of the City.

The bond covering performance shall be conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of the Contract. The bond covering payment shall be conditioned upon the prompt payment by the Contractor to all persons supplying labor and materials to be used in the performance of the Work. Such bond(s) shall also run in favor of any other person or entities required by law and shall be in the form(s) required by applicable statutes, if any, and acceptable to City. Evidence of authority of any attorney, in fact, acting for the corporate surety must be provided in the form of a certificate as to his or her power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the bond. The expense of such bond(s) shall be borne by the Contractor. If at any time a surety on such bond(s) becomes irresponsible or loses its right to do business in the aforementioned State, the City may require another surety, which the Contractor shall furnish within ten calendar days after receipt of written notice to do so.

The performance bond shall guarantee the repair of all damage due to faulty materials or workmanship provided or done by the Contractor. This guarantee shall remain in effect for a period of one year after the date of final acceptance of the job by the City.

All alterations, extensions of time, extra and additional work, and other changes authorized by these specifications or any part of the contract may be made without securing the consent of the surety or sureties of the contract bonds.

3-1.03 - Execution of Contract – The contract shall be signed by the successful bidder and returned, together with the contract bonds, within 14 calendar days, after the bidder has received the Notice of Award.

3-1.04 - Failure to Execute Contract – Failure of the lowest responsible bidder, or the second lowest responsible bidder, to execute the contract and file acceptable bonds and certificates of insurance as provided herein within 14 calendar days, not including legal holidays, after such bidder has received notice that the contract has been awarded to them, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

3-1.05 - Return of Proposal Guaranties – Within 10 days after the award of the contract to the lowest responsible bidder, the City will return the proposal guaranties, other than bidder's bonds, accompanying such of the proposals as are not to be further considered in making the award. Retained proposal guaranties will be held until the contract has been finally executed, after which all proposal guaranties, except bidder's bond and any guaranties which have been forfeited, will be returned to the respective bidders whose proposals they accompany.

SECTION 4

SCOPE OF WORK

4-1.01 - Beginning of Work, Time of Completion and Liquidated Damages – Attention is directed to the provisions in Section 8-1.03, "Beginning of Work," in Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and these special provisions.

Within twenty days after the Effective Date of the Agreement, but before Contractor starts the Work at the site, a conference attended by Contractor, City, Engineer and others as appropriate will be held to discuss the preliminary construction schedule, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

The Contractor shall begin work within 30 calendar days after the contract has been approved by the attorney appointed and authorized to represent the City of Hughson, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed.

Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby; however, Contractor shall not be liable to City or Engineer for failure to report any conflict, error or discrepancy in the Contract Documents, unless Contractor had actual knowledge thereof or should reasonably have known thereof.

This work shall be diligently prosecuted to completion before the expiration of the contract time.

The Contractor shall pay to the City of Hughson the sum indicated in section 8-1.07 of these Special Provisions for each and every calendar day's delay in finishing the work in excess of the number of calendar days prescribed in the contract documents.

4-1.01B - Intent of Plans and Specifications – The intent of the plans and specifications is to prescribe the details for the construction and completion of the work which the contractor undertakes to perform in accordance with the terms of the contract. Where the plans or specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the contract in a satisfactory and workmanlike manner.

4-1.02 - Final Cleaning Up – Before final inspection of the work, the contractor shall clean up the work, material sites, and all ground occupied by them in connection with the work of all rubbish, excess materials, falsework, temporary structures, and equipment. All parts of the work shall be left in a neat and presentable condition. Full compensation for final cleaning up will be considered as included in the prices paid for the various contract items of work and no separate payment will be made therefor.

4-1.03 - Changes – Extra work means work which was not included in the Drawings or Specifications or in any bid Schedule. Extra work does not include any items for which a unit price was stated in the Bid even if the estimated quantity differs from the actual quantity. The City, without invalidating the contract, may order extra work or make changes in or deletions from the work and increase or decrease the Contract price accordingly. All such work shall be executed under the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such extra work or change. Before becoming effective, all Change Orders must be signed by all parties indicated on the change order form.

The value of such extra work or change shall be determined in one of the following ways:

- A. By estimate and acceptance in a lump sum.
- B. By any unit prices named in the contract or subsequently agreed upon.

C. By Force Account

The contract price shall be adjusted by considering separately any work added and any work deleted. The Contractor agrees that he or she shall not be entitled to claim damages for anticipated profits on any portion of work that may be deleted. The amount of any adjustment for work deleted from the subsequent monthly pay estimates.

The City reserves the right to contract with any person or firm other than the Contractor for any or all extra work.

4-1.03B - Increased or Decreased Quantities – Increases or decreases in the quantity of a contract item of work will be determined by comparing the total pay quantity of such item of work with the Engineer’s estimate therefor.

If the total pay quantity of any item of work required under the contract varies from the Engineer’s estimate therefor by 25 percent, in the absence of an executed contract change order specifying the compensation to be paid, the compensation payable to the contractor will be a mutually agreed upon amount or will be determined by force account.

4-1.03C - Extra Work – New and unforeseen work will be classed as extra work when determined by the Engineer that such work is not covered by any of the various items for which there is a bid price or by combinations of such items. In the event that portions of such work are determined by the Engineer to be covered by some of the various items for which there is a bid price or combination of such items, the remaining portion of such work will be classed as extra work.

The contractor shall do such extra work and furnish material and equipment therefor upon receipt of an approved contract change order or other written order of the Engineer.

SECTION 5

CONTROL OF WORK

5-1.01 - Authority of Engineer – The Engineer shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the contractor; and all questions as to compensation. Their decision shall be final, and he or she shall have authority to enforce and make effective such decisions and orders which the contractor fails to carry out promptly. The Engineer will not be responsible or have authority for job safety. Job safety shall be the sole responsibility of the contractor.

5-1.02 - Plans and Working Drawings – The contract plans furnished consist of general drawings and show such details as are necessary to give a comprehensive idea of the construction contemplated. All authorized alterations affecting the requirements and information given on the contract plans shall be in writing.

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

Working drawings for cribs, cofferdams, falsework, centering and form work, and for other temporary work and methods of construction the contractor proposes to use, will be required. Such working drawings shall be subject to approval insofar as the details affect the character of the finished work, but details of design will be left to the contractor who shall be responsible for the successful construction of the work.

It is expressly understood, however, that approval of the contractor's working drawings shall not relieve the contractor of any responsibility for accuracy of dimensions and details, or for mutual agreement of dimensions and details. It is mutually agreed that the contractor shall be responsible for agreement and conformity of their working drawings with the contract plans and specifications.

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

5-1.03 - Differing Site Conditions

a. Contractor Notification:

Promptly notify the City's Engineer if you find either of the following conditions:

1. Physical conditions differing materially from either of the following:
 - Contract documents
 - Job site examination
2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract

Include details explaining the information you relied on and the material differences you discovered.

If you fail to promptly notify the Engineer, you waive the differing site condition claim for the period between your discovery of the differing site condition and your notification to the Engineer.

If you disturb the site after discovery and before the Engineer's investigation, you waive the differing site condition claim.

b. Engineer's Investigation and Decision

Upon your notification, the Engineer investigates job site conditions and:

1. Notifies you whether to resume affected work
2. Decides whether the condition differs materially and is cause for an adjustment of time, payment, or both

5-1.04 - Conformity With Contract Documents and Allowable Deviations – Work and materials shall conform to the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the plans or indicated in the specifications. Although measurement, sampling, and testing may be considered evidence as to such conformity, the Engineer shall be the sole judge as to whether the work or materials deviate from the plans and specifications, and their decision as to any allowable deviations therefrom shall be final.

5-1.05 - Coordination and Interpretation of Plans, Specifications, and Special Provisions – The specifications, plans, special provisions, contract change orders, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be cooperative, and to describe and provide for a complete work.

Plans shall govern over these specifications; the special provisions shall govern over both these specifications and the plans.

Should it appear that the work to be done, or any of the matters relative thereto are not sufficiently detailed or explained in these specifications, the special provisions, or the plans, the contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform to them as part of the contract. In the event of any doubt or question arising respecting the true meaning of these specifications, the special provisions, or the plans, reference shall be made to the Engineer, whose decision thereon shall be final.

In the event of any discrepancy, between any drawings and the figures written thereon, the figures shall be taken as correct. Detail drawings shall prevail over general drawings.

5-1.06 - Order of Work – When required by the special provisions or plans, the contractor shall follow the sequence of operations as set forth therein.

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

5-1.07 - Superintendence – The contractor shall designate in writing before starting work, an authorized representative who shall have complete authority to represent and to act for the contractor. Said authorized representative shall be present at the site of the work at all times when work is actually in progress on the contract. When work is not in progress, and during periods when work is suspended, arrangements acceptable to the Engineer shall be made for any emergency work which may be required.

5-1.08 - Lines and Grades – See the Special Provisions for staking to be provided by the Engineer.

When the contractor requires such stakes or marks, he or she shall notify the Engineer of their requirements in writing, a reasonable length of time in advance of starting operations that require such stakes or marks. In no event shall a notice of less than two working days be considered a reasonable length of time.

The Contractor shall carefully preserve stakes and marks set by the Engineer. In case such stakes and marks are destroyed or damaged, they will be replaced at the Engineer's earliest convenience. The contractor will be charged for the cost of replacement or restoration of stakes and marks. This charge will be deducted from any moneys due, or that may become due, the contractor under the contract.

5-1.09 - Inspection – The Engineer shall at all times have access to the work during its construction, and shall be furnished with every reasonable facility for ascertaining that the materials and the workmanship are in accordance with the requirements and intentions of the specification, the special provisions, and the plans. All work done, and all materials furnished, shall be subject to their inspection and approval.

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

Projects financed in whole or in part with State or Federal funds shall be subject to inspection at all times by the agency involved.

5-1.10 - Removal of Rejected and Unauthorized Work – All work which has been rejected shall be remedied, or removed and replaced by the contractor in an acceptable manner and no compensation will be allowed them for such removal, replacement, or remedial work.

Any work done beyond the lines and grades shown on the plans or established by the Engineer, or any extra work done without written authority will be considered as unauthorized work and will not be paid for. Upon order of the Engineer unauthorized work shall be remedied, removed, or replaced at the contractor's expense.

Upon failure of the contractor to comply promptly with any order of the Engineer made under this Section, the City may cause rejected or unauthorized work to be remedied, removed, or replaced, and to deduct the costs from any moneys due or to become due the contractor.

5-1.11 - Equipment and Plants – Only equipment and plants suitable to produce the quality of work and materials required will be permitted to operate on the project.

Plants shall be designated and constructed in accordance with general practice for such equipment and shall be if sufficient capacity to insure the production of sufficient materials to carry the work to completion within the time limit.

The contractor shall provide adequate and suitable equipment and plants to meet the above requirements, and when ordered by the Engineer shall remove unsuitable equipment from the work and discontinue the operation of unsatisfactory plants.

The make, model number, and empty gross weight of each unit of compacting equipment shall be plainly stamped or stenciled in a conspicuous place on the unit. The gross weight shall be either the manufacturers rated weight or the scale weight.

5-1.12 - Character of Workers – If any subcontractor or person employed by contractor shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, he or she shall be discharged immediately on the requisition of the Engineer, and such person shall not again be employed on the work.

5-1.13 - Final Inspections – Final inspection and acceptance of the work shall be made for the City by the Engineer. Such inspection shall be made as soon as practical after the Contractor has notified the City in writing that the Work is ready for such inspection.

5-1.14 - LABOR NONDISCRIMINATION – Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

**NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM
(GOV. CODE, SECTION 12990)**

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

5-1.15 - PREVAILING WAGE – Attention is directed to Section 7-1.01A(2), "Prevailing Wage," of the Standard Specifications.

The general prevailing wage rates determined by the Director of the California Department of Industrial Relations, for the county or counties in which the work is to be done, are available at the following internet web site:

<http://www.dir.ca.gov/OPRL/dprevagedetermination.htm>

The Federal prevailing wage rates as determined by the United States Secretary of Labor are available at the following internet web site:

<http://www.wdol.gov/dba.aspx>

If there is a difference between the wage rates predetermined by the Secretary of Labor and the wage rates determined by the Director of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate.

5-1.16 - Not used.

5-1.17 - REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES – When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

5-1.18 - SUBCONTRACTING – No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the City of Hughson may exercise the remedies provided under Pub Cont Code § 4110. The City of Hughson may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work performed (Bus & Prof Code, § 7000 et seq.)

Each subcontractor must be registered to perform public work with the California Department of Industrial Relations.

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations web site at: <http://www.dir.ca.gov/dlse/debar.html>

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

Each subcontract and any lower-tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due or to become due, until correction is made. Failure to comply may result in termination of the contract.

5-1.19 - PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS – A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provisions in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may

take place only for good cause and with the City's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5-1.20 - PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS – The City shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the City, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the City. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the City's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5-1.21 - PAYMENTS -- Attention is directed to Section 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications and these special provisions. No partial payment will be made for any materials on hand but not incorporated into the work.

5-1.22 - ENCROACHMENT PERMIT – Not applicable.

SECTION 6

CONTROL OF MATERIALS

6-1.01 - Source of Supply and Quality of Materials -- The contractor shall furnish all materials required to complete the work, except materials that are designated in the special provisions to be furnished by the City.

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

The materials furnished and used shall be new, except as may specifically be provided elsewhere in these specifications, on the plans, or in the special provisions. The materials shall be manufactured, handled, and used in a workmanlike manner to insure completed work in accordance with the plans and specifications.

The contractor shall furnish the Engineer a list of their sources of materials. The list shall be furnished to the Engineer in sufficient time to permit proper inspecting and testing of materials to be furnished from such listed sources in advance of their use. The contractor shall furnish without charge such samples as may be required. Inspection and tests, if made at any point other than the point of incorporation of the work, in no way shall be considered as a guaranty of acceptance of such material nor of continued acceptance of material presumed to be similar to that upon which inspections and test have been made.

Manufacturer's warranties, guarantees, instruction sheets and part's lists, which are furnished with certain articles or materials incorporated in the work, shall be delivered to the Engineer before acceptance of the contract.

Reports and records of inspections made and tests performed, when available at the site of the work, may be examined by the contractor.

6-1.02 - Storage of Materials – Articles or materials to be incorporated in the work shall be stored in such a manner as to insure the preservation of their quality and fitness for the work, and to facilitate inspection.

6-1.03 - Defective Materials – All material which the Engineer has determined do not conform to the requirements of the plans and specifications will be rejected, whether in place or not. They shall be removed immediately from the site of the work, unless otherwise permitted by the Engineer. No rejected material, the defects of which have been subsequently corrected, shall be used in the work, unless approval in writing has been given by the Engineer. Upon failure of the contractor to comply promptly with any order of the Engineer made under this Section, the Engineer shall have authority to cause the removal and replacement of rejected material and to deduct the cost thereof from any moneys due or to become due the contractor.

6-1.04 - Trade Names and Alterations – For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or the name of a manufacturer and their catalogue information. The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the following requirements:

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

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

6-1.05 - Plant Inspection – The Engineer may inspect the production of materials, or the manufacture of products at the source of supply. Plant inspection, however, will not be undertaken until the Engineer is assured of the cooperation and assistance of both the contractor and the material producer. The Engineer or their authorized representative shall have free entry at all times to such parts of the plant as concerns the manufacture or production of the materials. Adequate facilities shall be furnished free of charge to make the necessary inspection. The City assumes no obligation to inspect materials at the source of supply.

6-1.06 - Testing – Unless otherwise specified, all tests shall be performed in accordance with the methods used by the California Department of Transportation, All tests that are performed shall be made by the Engineer or their designated representative.

Whenever a reference is made in the specifications to a test method by California Number, it shall mean the test method in effect on the day the Notice to Contractors for the work is dated.

Whenever a reference is made in the specifications to a specification or test designation either of the ASTM, the AASHTO, Federal Specifications, or any other recognized national organization, and the number or other identification accompanying the test designation representing the year of adoption or latest revision if the test is omitted, it shall mean the test method in effect on the day the Notice to Contractors for the work is dated.

When requested by the Engineer, the contractor shall furnish, without charge, samples of all materials entering into the work, and no material shall be used prior to approval by the Engineer, except as provided in this Section. Samples of material from local sources shall be taken by or in the presence of the Engineer, otherwise the samples will not be considered for testing.

SECTION 7

LEGAL RELATIONS AND RESPONSIBILITY

7-1.01 - Laws To Be Observed – The contractor shall keep himself fully informed of all existing and future State and National laws and county and municipal ordinances and regulations which in any manner affect these engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. He or she shall at all times observe and comply with, and shall cause all their agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the City and all officers and employees thereof connected with the work against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order, or decree.

7-1.02 - Hours of Labor – Eight hours labor constitutes a legal day's work. The contractor shall forfeit, as a penalty to the City, \$25.00 for each workman employed in the execution of the contract by the contractor or any subcontractor under them for each calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay, as provided in said Section 1815.

7-1.03 - Labor Nondiscrimination - Attention is directed to Section 1735 of the Labor Code which reads as follows: "No discrimination shall be made in the employment of persons upon public works because of their race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons except as provided in Section 1420, and every contractor for public work violating this section is subject to all the penalties imposed for a violation of this chapter."

7-1.04 - Prevailing Wage – In accordance with Section 1771 to 1774 of the Labor Code, for contracts in excess of one thousand dollars (\$1,000) the contractor and all subcontractors under them shall pay all laborers, workmen, and mechanics on all work included in this contract no less than the general prevailing rate of per diem wages for work performed, (to-wit, within the limits if the City), and no less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rate contained in a schedule thereof which has been ascertained and determined by the Council to be the general prevailing rate of per diem wages for each draft or type of workman or mechanic needed to execute this contract, and which is now on file with the City Clerk, as set forth in the Notice to Bidders, and by reference it is incorporated herein and made a part hereof.

The contractor shall forfeit, as a penalty to the City, twenty-five dollars (\$25.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof such laborer, workman, or mechanic is paid less than the said stipulated rates for any work done under this contract by them or by any subcontractor under them in violation of Articles 1 and 2 of Chapter 1 Part 7 of Division 11 of the Labor Code of the State of California, and said sums and amounts which shall have been so forfeited pursuant to the herein paragraph and the said terms of said Labor Code shall be withheld and retained from payments due to the contractor under said contract, pursuant to this contract and the terms of said Labor Code; but no sum shall be so withheld, retained, or forfeited except from the final payment without a full investigation by either the Division of Labor Law Enforcement of the State Department of Industrial Relations or by said Council.

The difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day, or a portion thereof, for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the contractor. The contractor shall comply with the provisions of Section 1775 of the Labor Code of the State of California.

The contractor and subcontractor shall keep accurate payroll records. Certified copies of payroll records shall be provided to the City and the Division of Labor Standards Enforcement of the Department of Industrial Relations in accordance with Section 1776 of the Labor Code of the State of California.

7-1.05 - Contractors Licensing Laws –Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of contractors.

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

7-1.06 - Permits and Licenses – The contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

The contractor shall obtain a permit for construction of a trench or excavation 5 feet or deeper, prior to beginning construction, from the State Industrial Relations Department.

If the Contract amount is in excess of \$25,000, the contractor to whom award is made shall submit a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. If the plan varies from the shoring systems standards, the plan shall be prepared by a registered Civil or Structural Engineer. In no event shall shoring, sloping, or a protective system be allowed less effective than that required by construction safety orders. The City or its Engineer assume no responsibility for the Contractor's plan.

7-1.07 - Patents – The contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on, or incorporated in, the work, and agrees to indemnify and save harmless the City and duly authorized representatives from all suits at law, actions of every nature for, or on account of the use of any patented materials, equipment, devices, or processes.

7-1.08 - Safety Provisions – The contractor shall conform to the rules and regulations pertaining to safety established by the California Division of industrial Safety.

7-1.09 - Public Convenience -- The contractor shall so conduct their operations as to offer the least possible obstruction and inconvenience to the public, and he or she shall have under construction no greater length or amount of work than he or she can prosecute properly with due regard to the rights of the public. Traffic control and access shall be in accordance with Subsection 7-1.08 of the Standard Specifications, except as herein provided.

The Contractor shall provide general construction signing. The Contractor shall be required to provide adequate signing and flagmen as described herein as required for their operations.

Unless otherwise provided in the special provisions, all public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible.

Spillage resulting from hauling operations along or across any public traveled way, shall be removed immediately by the contractor at their expense.

Existing traffic signal and street lighting systems shall be kept in operation for the benefit of the traveling public during progress of the work, and other forces will continue routine maintenance of existing systems unless otherwise specified.

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

Convenience access to driveways, houses, and buildings along the line of the work shall be maintained and temporary approaches to crossings or intersecting streets shall be provided and kept in good condition. When the abutting property owner's access across the right-of-way lines is to be eliminated, or to be replaced under the contract by other access facilities, the existing access shall not be closed until the replacement access facilities are usable.

Culvert installation, or other underground pipe construction, shall be conducted on but one-half of the width of the traveled way at a time, and that portion of the traveled way being used by public traffic shall be kept open and unobstructed until the opposite side of the traveled way is ready for traffic.

The Contractor will be required to provide dust control for their operations. Water or dust palliative shall be applied as ordered by the Engineer for the alleviation or prevention of dust nuisance, The cost of dust control shall be considered as included in the cost of items for which there is a bid price.

In order to expedite the passage of vehicular traffic through or around the work, the contractor shall provide, erect, and maintain all necessary barricades, signs, danger signals, and lights for the protection of the work and the safety of the public. Roadways closed to traffic shall be protected by effective barricades, and signs and obstructions shall be illuminated at night. Suitable warning signs, illuminated at night by lanterns or flares, shall be provided.

Flagmen and guards, while assigned to traffic control, shall perform their duties and shall be provided with the necessary equipment in accordance with the current "Instructions to Flagmen" of the Department of Transportation of the State of California. The equipment shall be furnished and kept clean and in good repair by the contractor at their expense.

The contractor will be required to pay the cost of replacing or repairing all facilities installed for the convenience, direction, or warning of public traffic, that are lost while in their custody, or are damaged by reason of their operations.

Except as otherwise provided under this Section or in the Special Provisions, full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

7-1.10 - Public Safety - Whenever the contractor's operations create a condition hazardous to traffic or to the public, he or she shall furnish, at their own expense and without cost to the City, such flagmen and guards as are necessary to give adequate warning to the public of any dangerous conditions to be encountered, and he or she shall furnish, erect, and maintain such fences, barricades, lights, signs, and other devices as are necessary to prevent accidents and avoid damage or injury to the public.

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

Except as otherwise provided in this section or in the special provisions, compensation for conforming to all of the provisions in this section and in the special provisions, shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed therefor.

7-1.10A - Flagging Costs – The cost of furnishing all flagmen and guards under "Public Convenience" will be borne by the contractor.

The provisions in this section shall in no way relieve the contractor from their responsibility for providing for the public's convenience or safety, nor relieve the contractor from their responsibility for damage as provided under "Responsibility for Damage," in this section.

7-1.11 - Preservation of Property – Due care shall be exercised to avoid injury to existing improvements or facilities, utility facilities, adjacent property, and trees and shrubbery that are not to be removed.

Trees and shrubbery that are not to be removed, and pole lines, fences, signs, markers and monuments, buildings, and structures, conduits, pipe lines (under or above ground) sewer and water lines, all street facilities, and any other improvements or facilities within or adjacent to the work shall be protected from injury or damage, and if ordered by the Engineer, the contractor shall provide and install suitable safeguards, approved by the Engineer, to protect such objects from injury or damage. If such objects are injured or damaged by reason of the contractor's operations, they shall be replaced or restored at the contractor's expense.

The Engineer may make, or cause to be made, such temporary repairs as are necessary to restore to service any damaged street facility. The cost of such repairs shall be borne by the contractor and may be deducted from any monies due, or to become due, to the contractor under the contract.

The fact that any underground facility is not shown upon the plans shall not relieve the contractor of their

responsibility under this Section. It shall be the contractor's responsibility to ascertain the existence of any underground improvements or facilities which may be subject to damage by reason of their operations.

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

7-1.12 - Insurance – The contractor shall take out and maintain during the life of their contract, such Commercial General Liability and Property Damage Insurance as shall protect them, the City, the Engineer, and their agents from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from operation under this contract. The amounts of such insurance shall be as hereinafter set forth.

The contractor shall require the subcontractors, if any, to take out and maintain similar Commercial General Liability and Property Damage Insurance.

In case any of the work under this contract is to be performed on, or at, the site of the project by the subcontractor, the contractor shall take out and maintain such contractor's Contingent or Protective Insurance as will protect them, the City, and the Engineer from damage claims arising from the operations of any subcontractor. The amounts of such insurance shall be hereinafter set forth (see Exhibit "D" Insurance Provisions of the Sample Construction Contract).

As above provided, the contractor shall take and maintain:

7-1.12A - MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" from CG 0001).
2. Insurance Services office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

7-1.12B - MINIMUM LIMITS OF INSURANCE - Contractor shall maintain limits no less than the limits described in Exhibit "D", Insurance Provisions of the Sample Construction Contract.

7-1.12C - DEDUCTIBLES AND SELF- INSURED RETENTION'S - Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7-1.12D - OTHER INSURANCE PROVISIONS - The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage's

- a. The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by, or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
- b. The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees or volunteers.

d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage - The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

3. All Coverages - Each insurance policy by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

7-1.12E - ACCEPTABILITY OF INSURERS - Insurance is to be placed with insurers with a Bests rating of no less than A: VII.

If the contractor has fully satisfied the City of their responsibility and capacity under the workmen's compensation laws, if any, to act as self-insurer, he or she may so act, and in such a case, the insurance required in the paragraph second above need not be provided.

In the event the form of any policy or certificate, or the amount of the insurance or the companies writing same are not satisfactory to the City, the contractor shall furnish other policies or certificates in form and amount, and with companies satisfactory to the City. The contractor shall not cause any policies to be canceled or permit it to lapse, and all policies shall include a clause to the effect that the policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the City stating when, not less than ten (10) days thereafter, such cancellation or reduction shall be effective. All certificates of insurance, authenticated by the proper officer of the insurer, shall state in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.

The contractor shall furnish to the City at the date of delivering the signed contracts and bonds, certificates or riders duly executed on behalf of the surety company, certifying as to the amounts of insurance carried, and providing for the coverage therein of the City, their officers, agents, and employees, within all risks arising out of the project.

7-1.13 - Cooperation — Should construction be under way by other forces or by other contractors within or adjacent to the limits of the work specified, or should work of any other nature be under way by other forces within or adjacent to said limits, the contractor shall cooperate with all such other contractors or other forces to the end that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site at any time, by the use of other forces.

When two or more contractors are employed on related or adjacent work, each shall conduct their operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor shall be responsible to the other for all damage to work, to person, or property caused to the other by their operations, and for loss caused the other due to their unnecessary delays or failure to finish the work within the time specified for completion.

7-1.14 - Contractor's Responsibility for the Work and Materials -- Until the acceptance of the contract, the contractor shall have the charge and care of the work and of the materials to be used therein, and shall bear the risk of injury, loss, or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The contractor shall rebuild, repair, restore, and make good all injuries, losses, or damage to any portion of the work or the materials occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such injuries, losses, or damages as are directly and proximately caused by acts of the federal government or the public enemy. The suspension of work from any cause whatever shall not relieve the contractor of their responsibility for the work and materials herein specified.

7-1.14A - Responsibility for Damage – The City, Engineer, and all of their officers and employees thereof connected with the work, shall not be answerable or accountable in any manner; for any loss or damage that may happen to the work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the work; for injury to or death of any person or persons either workmen or the public; or for damage to property from any cause which might have been prevented by the contractor, or their workmen, or anyone employed by them.

The contractor shall be responsible for any liability imposed by law, and for injuries to, or death of any person, or damage to property resulting from detects or obstructions, or from any cause whatsoever during the progress of the work, or at any time before its completion and final acceptance.

The contractor shall indemnify and save harmless the City, Engineer, and all of their officers and employees thereof connected with the work from all claims, suits, or actions of every name, kind, and description, brought for, or on account of, any injuries to or death of any person, or damage to property resulting from the construction of the work, or by or in consequence of any negligence in guarding the work, use of improper materials in construction of the work, or by or on account of any act or omission by the contractor or their agents during the progress of the work or at any time before its completion and final acceptance.

7-1.15 - Personal Liability – Neither the City, the Engineer, nor any other officer or authorized employee or agent of the City or Engineer, shall be personally responsible for any liability arising under or by virtue of the contract. Job safety is the sole responsibility of the Contractor.

7-1.16 - Apprentices – Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the contractor or by any subcontractor under them.

“Apprenticeable craft or trade,” as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

- (a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent; or
- (b) In the event the number of apprentices in training in such area exceeds a ratio of 1-to-5; or
- (c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis.
- (d) If assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under them, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he or she employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept such funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The contractor or subcontractor may add the amount of such contributions in computing their bid for the contract. The responsibility of compliance with this section for apprenticeable occupations is the prime contractors.

7-1.17 - Federal Requirements — Contractor is required to comply with all applicable standards, orders, or regulations pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et req.) as amended.

7-1.18 - Female and Minority Goals

To comply with section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the Department is including in section 7-1.11C female and minority utilization goals for federal-aid construction contracts and subcontracts that exceed \$10,000.

The nationwide goal for female utilization is 6.9 percent.

The goal for minority utilization [45 Fed Reg 65984 (10/3/1980)] for Stanislaus County is 12.3 percent.

For each July during which work is performed under the Contract, you and each non-material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

7-1.19 - Federal Training Program

For the Federal training program, the number of trainees or apprentices is 0.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City of Hughson:

Number of apprentices or trainees to be trained for each classification

1. Training program to be used
2. Training starting date for each classification

Obtain the City of Hughson's approval for this submitted information before you start work. The City of Hughson credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City of Hughson and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet the your equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City of Hughson reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
 - Contribute to the cost of the training
 - Provide the instruction to the apprentice or trainee
 - Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

7-1.20 - Title VI Assurances:

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- (1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of CONTRACTOR'S noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 8

PROSECUTION AND PROGRESS

8-1.01 - Subcontracting — The contractor shall give their personal attention to the fulfillment of the contract and shall keep the work under their control.

No subcontractor will be recognized as such, and all persons engaged in the work of construction will be considered as employees of the contractor, and he or she will be held responsible for their work, which shall be subject to the provisions of the contract and specifications.

The contractor shall perform with their own organization, work of a value amounting to not less than 50 percent of the remainder obtained by subcontracting from the total original contract value the sum of any items that may be designated as "Specialty Items" in the special provisions. Where an entire item is subcontracted, the value of work subcontracted will be based on the contract bid price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated cost of such portion of the contract item, determined from information submitted by the contractor, subject to approval by the Engineer.

Before any work is started on a subcontract, the Contractor shall file with the Engineer at their office, a written statement showing the work to be subcontracted, giving the names of the subcontractors and the description of each portion of the work to be so subcontracted.

When a portion of the work which has been subcontracted by the contractor is not being prosecuted in a manner satisfactory to the Engineer, the subcontractor shall be removed immediately on the requisition of the Engineer and shall not again be employed on the work.

8-1.02 - Assignment — The performance of the contract may not be assigned, except upon the written consent of the Engineer. Consent will not be given to any proposed assignment which would relieve the original contractor or their surety of their responsibilities under the contract, nor will the Engineer consent to any assignment of a part of the work under the contract.

The contractor may assign moneys, due or to become due, to them under the contract and such assignment will be recognized by the City, if given proper notice thereof, to the extent permitted by law, but any assignments of moneys shall be subject to all proper set-offs in favor of the City and to all deductions provided for in the contract and particularly all money withheld, whether assigned or not, shall be subject to being used by the City for the completion of work in the event that the contractor should be in default therein.

8-1.03 - Beginning of Work — The contractor shall begin work within 30 calendar days after the contract has been approved by the attorney appointed and authorized to represent the City of Hughson, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed, and shall diligently prosecute the same to completion within the time limit provided in the contract documents.

Should the contractor begin work in advance of receiving notice that the contractor has been approved as above provided, any work performed by them in advance of the said date of approval shall be considered as having been done by them at their own risk and as a volunteer unless said contract is so approved.

The delivery to the City, for execution and approval, of the contract properly executed on behalf of the contractor and surety shall constitute the contractor's authority to enter upon the site of work and to begin operations, subject to their assumption of the risk of the disapproval of the contract, and subject also the following:

- (1) Notice in writing of the contractors' intention to start work prior to approval, specifying the date on which he or she intends to start, shall be given to the Engineer at least two working days in advance.
- (2) The contractor shall, on commencing operations, observe all provisions of the specifications relating thereto.
- (3) All work done according to the contract prior to its approval, will, when the contract is approved, be considered authorized work and will be paid for as provided in the contract.

8-1.04 - Temporary Suspension of Work — The City shall have the authority to suspend the work wholly or in part,

for such period as it may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he or she may deem necessary due to the failure on the part of the contractor to perform a provision of the contract. The contractor shall immediately comply with the written order of the City to suspend the work wholly or in part. The suspended work shall be resumed when approved in writing by the City.

8-1.05 - Time of Completion — The contractor shall complete the work called for under the contract in all parts and requirements, within the number of calendar days set forth in the contract documents.

The current controlling operation, or operations, is to be construed to include any feature of the work considered at the time by the Engineer and the contractor, which, if delayed, will delay the time of completion of the contract.

8-1.06 - Liquidated Damages — It is agreed by the parties to the contract, that in case all the work called for under the contract in all parts and requirements is not finished or completed within the number of calendar days as set forth in the special provisions, damage will be sustained by the City, and that it is, and will be, impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of, and by reason of, such delay; and it is, therefore, agreed that the Contractor will pay to the City, the sum of one thousand dollars (\$1,000) per day for each and every calendar day's delay in finishing the work in excess of the number of days prescribed; and the contractor agrees to pay said Liquidated damages herein provided for, and further agrees that the City may deduct the amount thereof from any moneys due, or that may become due, the contractor under the contract.

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

The contractor will be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering and inspection for any portion of the delay in completion of the work beyond the time named in the special provisions for the completion of the work caused by acts of God or of the Public enemy, fire, floods, epidemics, quarantine restrictions, strikes, labor disputes, shortages of materials, and freight embargoes, provided that the contractor should notify the Engineer in writing of the causes of delay. The Engineer shall ascertain the facts and the extent of the delay, and their findings thereon shall be final and conclusive.

8-1.07 - Utilities — The right is reserved to the City and the owners of facilities, or their authorized agents, to enter upon the work for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The contractor shall cooperate with forces engaged in such work and shall conduct their operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such other forces.

Attention is directed to the possible existence of underground facilities not known to the City in a location different from that which is shown on the plans or in the special provisions. The contractor shall take steps to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service.

The Contractor shall not interfere with the operations of any existing utility lines during the progress of the work. All utility pipes or lines, conduits, or structures encountered in, across, or near the trench excavation. The Contractor shall be responsible for any damage or injury to such pipes, conduits, or structures and shall replace and/or repair at their own expense any such damage or injury using like or equal materials as approved by the Engineer and the applicable utility company.

8-1.08 - City Right to Take Over the Work — If the contractor should be adjudged a bankrupt, or if he or she should make a general assignment for the benefit of their creditors, or if a receiver should be appointed to take over their

affairs, or if he or she should fail to prosecute the work with due diligence and carry the work forward in accordance with the work schedules and the time limits set forth in the contract documents, or if he or she should fail to substantially perform one or more of the provisions of the contract, including all provisions relating to equal employment opportunity, the City shall inform the contractor and their surety, stating its intention to exercise one of the remedies hereinafter set forth and the grounds upon which the City bases its right to exercise such remedy.

In any event, unless the matter complained of is satisfactorily cleared within ten days after service of such notice, the City may, without prejudice to any other right or remedy, exercise one of such remedies at once, having first obtained a certificate from the Engineer that sufficient cause exists to justify such action.

(1) The City may terminate the services of the contractor, which termination shall take effect immediately upon service of notice thereof on the contractor and their surety, whereupon the surety shall have the right to take over and perform the contract. If the surety does not commence performance of the contract within ten days after service on surety of the notice of termination, the City may itself take over the work, take possession of and use all materials, tools, equipment, and appliances on the premises and prosecute the work to completion by such means as it shall deem best.

In the event of such termination of their service, the contractor shall not be entitled to any further payment under the contract until the work, is completed and accepted. If the City takes over the work and if the unpaid balance of the contract price when the City takes over the work exceeds the cost of completing the work, including compensation for any damage or expenses incurred by the City through the default of the contractor, such excess shall be paid to the contractor. In such event, if such cost expenses, and damages shall exceed such unpaid balance of the contract price, the contractor and their surety shall pay the difference to the City. Such cost, expenses, and damages shall be certified by the Engineer.

(2) The City may take control of the work and either make good the deficiencies of the contractor itself or direct the activities of the contractor in doing so, employing such additional help as the City deems advisable. In such event, the City shall be entitled to collect from the contractor and their surety, or to deduct from any payment then or thereafter due the contractor, the costs incurred by it through the default of the contractor, provided the Engineer approves the amount thus charged to the contractor.

(3) The City may require the surety on the contractor's performance bond to take control of the work at once and see to it that all deficiencies of the contractor are made good with due diligence. As between the City and the surety the cost of making good such deficiencies shall all be borne by the surety. If the surety takes over the work, whether upon termination of the services of the contractor or upon instructions from the City to do so, the provisions of the contract shall govern in respect to the work done by the surety, the surety being substituted for the contractor as to such provisions of this section as to the right of the City to do the work itself or to take control of the work,

8-1.08A - Contractor's Right to Stop Work or Terminate Contract — If the work shall be stopped under an order of any court or other public authority for a period of three months through no act or fault of the contractor or of anyone employed by them, then the contractor may on seven days' written notice to the City and the Engineer, stop work or terminate this contract and recover from the City payment for all work executed, any losses sustained on any plant or material, and a reasonable profit. If the Engineer shall fail to issue any certificate for payment, without reasonable cause, within ten days after it is due, or if the City shall fail, without reasonable cause, to pay the contractor within fifteen days after its maturity and presentation any sum certified by the Engineer, then the contractor may on seven days' written notice to the City and the Engineer stop work and given written notice of intention to terminate the contract. If the City shall thereafter fail to pay the contractor within seven days after receipt of such notice, then the contractor may terminate the contract and recover from the City payment for all work executed, any losses sustained upon any plant or materials, and a reasonable profit.

8-1.09 - Indemnify — The Contractor shall indemnify and save harmless the City, Engineer and their agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgements of every nature and description brought or recovered against them by reason of any act or omission of the said Contractor, their agents, or employees, in the execution of the Work or in making or failing to make payments therefor, or in guarding the same.

8-1.10 - Cost Of Living Council — Each Contractor will comply with the applicable regulations and standards of the Cost of Living Council in establishing wages and prices. The submission of a bid shall constitute a certification by them that amounts to be paid do not exceed maximum allowable levels authorized by the Cost of Living Council regulations or standards.

8-1.11 - Clean Air Act — If this contract exceeds \$100,000, the Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

8-1.12 - Contractual Restrictions — No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share of part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract is made with a corporation for its general benefit.

No official of the City who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspecting, construction or material supply contract or any subcontract in connection with the construction of the project shall become directly or indirectly interested personally in this contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the City who is authorized in such capacity and on behalf of the City who is in any legislative, executive, supervisory, or other similar function in connection with the construction of the project, shall become directly or indirectly interested personally in this contract, subcontract, insurance contract, or any other contract pertaining to this project.

SECTION 9

MEASUREMENT AND PAYMENT

9-1.01 - Measurement of Quantities – Measurement of quantities shall conform to the provisions of Section 9-1.01 of the Standard Specifications.

9-1.02 - Scope of Payment – The contractor shall accept the compensation provided in the contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced under the contract; also, for all loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the acceptance by the City, and for all risks of every description connected with the prosecution of the work: also, for all expenses incurred in consequence of the suspension or discontinuance of the work as provided in the contract; and for completing the work according to the plans and specifications. Neither the payment of any estimate nor of any retained percentage shall relieve the contractor of any obligation to make good any defective work or material.

No payment will be made in any case for loss of anticipated profits.

9-1.02A - Payments for Work Completed – Partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable on estimates made by the Representative and as approved by the City, provided that the Contractor is performing the overall job in a diligent manner. In making partial payments, there shall be retained ten percent on the amount of each estimate until final completion and acceptance of all the Work.

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

Upon completion and acceptance of the Work, the Engineer shall issue a certificate that the Work has been substantially completed and accepted by them under the conditions of this Contract, and shall make and approve the final estimate of the Work. A Notice of Completion shall then be filed or recorded by City if permitted by law, in full compliance with the applicable statutory requirements. The entire balance found to be due the Contractor, including the retained percentage, but accepting such sums as may be lawfully retained by the City, shall be paid to the Contractor 35 days after the filing of the Notice of Completion. Such payment shall be conditioned, however, upon the submission by the Contractor of evidence satisfactory to the City that all claims for labor, material, and any other outstanding indebtedness in connection with the Contract have been paid.

If after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Representative so certifies, the City shall upon the certificate of the Representative and, without terminating the Contract, make payment for the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim.

Form entitled, "Partial Payment Estimate," shall be used when estimating periodic payments due the Contractor.

9-1.03 - Force Account Payment – Work to be done by force account must be shown on a change order, approved prior to execution of the work, with a not-to-exceed amount shown on the change order. Once the work is complete, a subsequent change order may be executed to reduce the amount to that actually required. When extra work is to be paid for on a force account basis, the labor, materials, and equipment used in the performance of such work shall be subject to the approval of the Engineer and compensation will be determined as follows:

9-1.03A - Labor – The cost of labor used in performing the work, whether the employer is the contractor, subcontractor, or other forces, will be the sum of the following:

- A. Actual Wages paid (including any employer payments to, or on behalf of, workmen for health and welfare,

pension, vacation, and similar purposes).

- B. Labor Surcharge as set forth in the California Department of Transportation publication entitled "Equipment Rental Rates and General Prevailing Wage Rates".

To the cost of Labor as described above, 20 percent will be added to contractor-performed work. If work is subcontracted, 20 percent will be added for the subcontractor and 5 percent for the contractor.

9-1.03B - Materials – The cost of materials incorporated in the work will be the cost to the purchaser, whether contractor, subcontractor, or other forces, from the supplier thereof, except as the following are applicable:

If a cash or trade discount by the actual supplier is offered or available to the purchaser, it shall be credited to the City notwithstanding the fact that such discount may not have been taken.

If materials are obtained from a supply or source owned wholly or in part by the purchaser, payment therefor will not exceed the price paid by the purchaser for similar materials furnished from said source on contract items or the current wholesale price for such material delivered to the job site, whichever is lower.

The City reserves the right to furnish such materials as it deems advisable, and the contractor shall have no claim for costs and profit on such materials.

To the cost of the materials as described above, 15 percent will be added.

9-1.03C - Equipment Rental – The equipment rental rates shall be these:

- A. Published monthly by the State of California, Department of Transportation, for the month of the date of the proposal.
- B. Construction Equipment Rented from Third Parties -- Charges will be made for construction equipment rented from third parties only if the Engineer determines that such equipment is necessary for the proper prosecution to the force account work, and that neither the contractor nor any of their subcontractors has such equipment on the work. Such charges will consist of: the rental paid for the equipment up to the current prevailing rental rate for such equipment rental details in the area of the work; the charges for moving the equipment to and from the force account work, and payments made for equipment operators, if the equipment must be rented with operators and the cost thereof is not included in the rental rate.
- C. To the cost of equipment rental as described above, 15 percent will be added.

9-1.03D - Records – The contractor shall maintain their records in such a manner as to provide a clear distinction between the direct costs of extra work paid for on a force account basis and the costs of other operations.

The contractor shall furnish the Engineer report sheets in duplicate of each day's extra work paid for on a force account basis no later than seven (7) days following the performance of said work. The daily report sheets shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the contractor or subcontractor. The daily report sheets shall provide names or identifications and classifications of workmen, the hourly rate of pay, and hours worked, and, also, the size, type, and identification number of equipment and hours operated.

Materials charges shall be substantiated by valid copies of vendors invoices. Such invoices shall be submitted with the daily report sheets.

Said daily report sheets will be signed by the contractor or their authorized agent.

The Engineer will compare their records with the daily report sheets furnished by the contractor, make any necessary adjustments, and compile the costs of work paid for on a force account basis.

9-1.04 - Maintenance – Neither the final certificate, final payment, nor any provision in the contract shall relieve the contractor of responsibility for faulty materials or workmanship, and he or she shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which may appear or be discovered up to one year after recording or filing of the Notice of Completion, or one year after final payment, if, for any reason, no Notice of

Completion was timely recorded or filed. During the first 30 days of this period, the contractor shall clean out any lines or structures that have become plugged with dirt or debris. The City shall give notice of observed defects with reasonable promptness, and the contractor shall proceed to remedy such defects immediately upon receiving such notification. Payment due the Engineer by the City for extra service required in the enforcement of the contractor's guarantees after acceptance of the work, shall be paid to the City by the contractor or their surety.

9-1.05 - Liens or Claims – If at any time there shall be evidence of any lien or claim for which the City might become liable and which is chargeable to the contractor, the City shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient for complete indemnification against such lien or claim. If the City has already paid to the contractor all sums due under this contract, or if the balance remaining unpaid is insufficient to protect the City, the contractor and their surety shall be liable to the City for any loss so sustained.

TECHNICAL SPECIFICATIONS

DIVISION 1 – GENERAL

Section 01 01 10 General Paragraphs.....01 01 10-1

DIVISION 2 – SITE CONSTRUCTION

Section 02 22 00 Demolition and Removal.....02 22 00-1

Section 02 31 00 Earthwork (Except Utilities)02 31 00-1

Section 02 78 50 Slurry Seal.....02 78 50-1

DIVISION 1 – GENERAL

Section 01 01 10

GENERAL PARAGRAPHS

1. General

The contractor shall furnish all labor, equipment, materials, and service necessary to construct the work shown on the drawings and in the manner described in these specifications. All equipment and materials furnished and installed shall be new.

2. Equals

It is the intention of this specification to allow the contractor to offer to supply either the material specified, or a suitable equivalent. The Engineer will determine whether the material offered as a substitute is equivalent to that specified and the contractor shall obtain permission in writing from the Engineer before making substitution.

3. Condemned Materials and Workmanship

Any materials failing to meet specifications shall be removed from work at once. Any employee of the contractor performing his work contrary to the specifications shall be discharged and not re-employed. No work will be considered as accepted because the Engineer fails to point out its deficiencies. The contractor shall correct any imperfect work whenever discovered.

4. Inspection and Testing

Inspections, tests, or approvals by the Engineer or others shall not relieve the contractor from his obligations to perform the work in accordance with the requirements of the contract documents.

The Owner shall pay for initial compaction testing. The contractor shall pay for all other compaction tests which are in areas which failed the initial compaction test. The contractor shall also pay the cost incurred by the Engineer for inspecting repairs, inspecting and observing retesting, etc., and inspecting all other work which previously failed to conform to the contract. These cost will be deducted from monies due or to become due to the contractor, and will be determined from the Engineer's records.

Payment for repair and all other testing, including all labor, materials, tools, and equipment, of any work to be done by the contractor, shall be included in the cost of the work in place.

The Engineer and his representatives will at all times have access to the work. In addition, authorized representatives and agents of any participating government agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The contractor will provide proper facilities for such access and observation of work and, also, for any inspection, or testing thereof.

If any work is covered contrary to the instructions of the Engineer, it must, if requested by the Engineer, be uncovered for his observation and replaced at the contractor's expense.

In the event the contractor elects to work on a Saturday, Sunday, or legal holiday, the contractor shall notify the Engineer in advance in order that inspection may be performed. The contractor shall pay Owner's expense of providing such special inspection on a Saturday, Sunday, or legal holiday.

If the Contractor elects to work more than 8 hours a day, the Contractor shall pay the Owner for the difference between the normal charge rate for the inspector and the inspector's overtime charge rate.

No work shall be done at night without the prior written approval of the Engineer.

Two working days' notice shall be given before a test is made, and no test shall be made without the presence of the Engineer or his authorized representative.

5. Time of Completion

The contractor shall plan the work and prosecute the same with such diligence that said work shall commence within 10 days after the Notice to Proceed is received, and it shall be completed within the time period set forth in the Construction Agreement.

6. Permits

The contractor shall obtain at his own expense, all necessary permits and comply with all requirements of the permits at his sole expense. The contractor shall obtain a City Business License and a City Encroachment Permit.

7. Shop Drawing Submittals

Submittals shall be made for materials and equipment so the Engineer can examine the submittals for compliance with the plans and specifications. Each submittal shall be accompanied by a letter or form indicating the following:

1. Submittal No.
2. Date of Submittal.
3. Contractor's Company Name.
4. Contractor's Signature (or authorized rep.)
5. Description of Submitted Item.

Submittals may be made within 10 working days of the approval of the contract. However, submittals shall not be made within 15 working days prior to installation of the item submitted for review. Contractor shall submit 3 copies of submittals. Electronic submittals are acceptable where materials samples are not required.

8. Easements

Where the proposed work lies within or near an easement on private property, the Contractor shall take care not to disturb any more property than is necessary and to restore conditions to their original state after completion, including replacement of fences, bushes, pipelines, etc. at his sole expense.

9. Shoring, Sheeting, and Bracing

Attention is directed to Section 5-1.02A "Trench Excavation Safety Plans," and 7-1.01E, "Trench Safety," of the Standard Specifications and these Special Provisions. Engineer will not be responsible for approving the Contractor's detailed plan for worker protection as stated in Section 5-1.02A. Safety is the sole responsibility of the Contractor.

10. Cleanliness of Premises

During the progress of the work, the contractor shall keep the premises reasonably clean. The premises shall be kept and left free of all debris.

11. Materials, Fittings, and Equipment

All materials, fittings, and equipment used in the installation of the work shall be new when installed and in excellent condition when the job is completed.

12. Cleanup

Upon completion of the work and before making application for final inspection of the work, the contractor shall clean all ground occupied by him, in connection with the work, of all rubbish, debris, excess materials, temporary structures, and equipment. All portions of the work shall be left in a neat and sightly condition. Nothing in this

section, however, shall require or permit the contractor to remove warning or directional signs prior to formal acceptance by the Owner.

13. Construction Staking

The Engineer will provide the following construction staking: Locations, line and grade stakes for curb, gutter, sidewalk, driveways, catch basins, storm drain line, and survey monuments will be staked upon request by contractor.

Contractor shall provide a worker to assist the Inspector in checking subgrade and base elevations in the reconstruction area.

14. Record Drawings

The Contractor shall maintain at the job site, two sets of full-size contract drawings marked to show any deviations which have been made from the 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 contract drawings. Upon completion of the work, the marked sets of prints shall be delivered to the Engineer. Requests for partial payments will not be approved if the marked prints are not kept current, and request for final payment will not be approved until the marked prints are delivered to the Engineer.

15. Order of Work

Contractor shall submit proposed schedule and order of work for project construction to Engineer for review within ten (10) working days of the approval of the contract.

Contractor shall establish communication with property owners affected by construction and shall cooperate with them to minimize disruption of their operations due to construction.

16. Plans

The following drawings, including standard drawings, are referred to in these Specifications and Contracts as the Plans. Said Plans are attached hereto and are an integral part of the Contract.

Title: (a). 2023 SURFACE IMPROVEMENTS

* * * *

DIVISION 2 – SITE CONSTRUCTION

Section 02 22 00

SITE PREPARATION, DEMOLITION AND REMOVAL

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Preparation of the site for all work of this Contract including but not limited to clearing, grubbing, demolition, and removals.
- B. Implementation of the SWPPP for the project.

1.02 SUBMITTALS

- A. Traffic Control Plan
- B. Proposed demolition and removal procedures
- C. Lead Compliance Plan for yellow paint or yellow thermoplastic striping removal as described in 1.07 below.

1.03 REQUIREMENTS

- A. The work includes demolition or removal of all existing pavements in trench or reconstruction areas, and all other materials that must be removed during the construction of the project. All materials resulting from demolition work shall be removed from the project site. Remove rubbish and debris from the project daily, unless otherwise directed; do not allow accumulations.

1.04 DUST CONTROL

- A. Take appropriate action to check the spread of dust, and to avoid the creation of a nuisance in the surrounding area. Do not use water if it results in hazardous or objectionable conditions, such as ice, flooding, or pollution. Comply with all dust regulations imposed by local air pollution agencies.

1.05 PROTECTION

- A. Protect existing pavement, etc. that is to remain by shoring, bracing, and supports. Repair items damaged during performance of the work or replace with new. Do not overload structural elements. Provide new supports or reinforcement for existing construction weakened by demolition or removal work.

1.06 EXPLOSIVES

- A. Use of explosives will not be permitted.

1.07 HAZARDOUS WASTE

- A. Contractor shall comply with Caltrans Standard Specification Section 14-11.12 for all grindings that include yellow paint and/or yellow thermoplastic striping.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

- A. As approved.

2.02 MATERIALS

- A. As approved.

2.03 MANUFACTURED UNITS

- A. As approved.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Prior to start of Work, meet with Engineer on site to verify and confirm limits of demolition and removals.
- B. Notify Engineer of all existing above and below grade features not shown on plans but discovered during site preparation. Allow City time to survey discovered elements and determine impact on proposed Work.
- C. Start of Work shall indicate Contractor’s acceptance of suitability and compatibility of existing conditions with respect to the Work.

3.02 PREPARATION

- A. Install all temporary controls.
- B. Install security fencing.
- C. Implement requirements of the SWPPP. Monitor performance of BMP’s daily.
- D. Erect tree and/or utility pole protection measures.

3.03 EXISTING FACILITIES TO BE REMOVED

- A. Remove portland cement concrete and asphaltic concrete paving and slabs in trench and reconstruction areas.
- B. Where concrete is to be removed, saw concrete along straight lines to a depth of not less than 2 inches. Make each cut in wall perpendicular to the face and in alignment with the cut in the opposite face. The remainder of the concrete shall be broken out, provided that the broken area is concealed in the finished work, and the remaining concrete is sound. At locations where the broken face cannot be concealed, it shall be ground smooth or the saw cut shall be made entirely through the concrete.
- C. Remove tree stumps and roots completely.

3.04 CLEANUP

- A. Debris and Rubbish: Remove and transport debris and rubbish in a manner that will prevent spillage on streets or adjacent areas. Clean up spillage from streets and adjacent areas.
- B. Regulations: Comply with Federal, State, and Local hauling and disposal regulations.

* * * * *

Section 02 31 00
EARTHWORK [Except Utilities]

PART 1 – GENERAL

1.01 SCOPE OF WORK

- A. Consists of furnishing all labor, materials, tools, and equipment, excavation, and embankment incidental to construct the subgrade for pavement, curb, gutter, drive approaches, and sidewalk in accordance with the plans.

1.02 WATER SUPPLY

- A. Contractor shall provide a water supply as required for accomplishing the work of this section.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

3.01 ROADWAY/STREET EXCAVATION

- A. Perform roadway/street excavation in accordance with Section 19 of the Standard Specifications.

3.02 EXCAVATION

- A. Perform excavation and backfill in accordance with Section 19 of the Standard Specifications.

3.03 EMBARKMENT

- A. Construct roadway embankment in accordance with Section 19 of the Standard Specifications.

3.04 COMPACTION

- A. Perform compaction in accordance with Section 19 of the Standard Specifications.

3.05 DUST CONTROL

- A. Provide dust control in accordance with Section 10 of the Standard Specifications.

3.06 WATERING

- A. Watering shall conform to Section 19 of the Standard Specifications.

3.07 DISPOSAL

- A. Remove all deleterious and excess materials from the site.

3.08 TESTING

- A. Compaction density shall be measured in accordance with ASTM D 2922 and D 3017, latest revision, and shall be taken at locations selected by the Engineer.

* * * *

Section 02 78 50
ASPHALT SLURRY SEAL

PART ONE - PART 1 – GENERAL

1.01 SCOPE

The intent of this section is to provide direction in the design, testing, quality control, measurement, and payment procedures for the application of polymer-modified emulsified asphalt slurry seal. Slurry Seal shall conform at minimum to the provisions in Section 37-2, "Slurry Seal" of the State Standards.

1.02 DESCRIPTION

Polymer-modified emulsified asphalt slurry seal shall consist of a mixture of a polymer-modified emulsified asphalt, mineral aggregate, water, and additives, proportioned, mixed and uniformly spread over a properly prepared surface as directed by the Buyer's Authorized Representative (B.A.R.). The polymer-modified emulsified asphalt slurry seal shall be applied in a single layer as a homogeneous mat, adhere firmly to the prepared surface, and have a skid-resistant texture throughout its service life.

PART TWO - PART 2 – MATERIALS

2.01 POLYMER-MODIFIED EMULSIFIED ASPHALT

A. GENERAL

The emulsified asphalt shall be polymer modified. The polymer material shall be milled or blended into the asphalt or emulsifier solution prior to the emulsification process. Three percent (3%) polymer solids, based on asphalt weight, is considered typical. Polymer solids percentages other than three percent shall be clearly identified in the improvement plans.

B. QUALITY TESTS

The polymer-modified emulsified asphalt, and polymer-modified emulsified asphalt residue, shall meet the requirements of AASHTO M 316, AASHTO M 208 or ASTM D 2397 for CQS-1h, CQS-1hp, or CQS-1P, with the following exceptions:

TEST		TEST METHOD		SPECIFICATION	
		AASHTO	ASTM		
Settlement and Storage Stability of Polymer-Modified Emulsified Asphalt, 24-Hour		T 59	D 6930	1% Maximum	
Residual Asphalt Recovery Options ¹	OPTION No. 1: Distillation of Polymer-Modified Emulsified Asphalt	T 59	D 6997	62% Minimum	
	OPTION No. 2: Residue by Evaporation of Polymer-Modified Emulsified Asphalt	T 59	D 6934		
Tests on Polymer-Modified Emulsified Asphalt Residue					
			CQS-1hp	CQS-1P	
Softening Point of Bitumen (Ring-and-Ball Apparatus)		T 53	D 36	135°F (57°C) Minimum	128°F (53°C) Minimum
Penetration of Bituminous Materials at 77°F (25°C)		T 49	D 5	40-90	90-200

¹To prevent degradation of the polymer in polymer-modified emulsions, there are two options to consider. Option No. 1 is to recover the residual asphalt by distillation at 350°F (177°C), maintaining that temperature for 20 minutes. Option No. 2 is to recover the residual asphalt by oven evaporation according to ASTM D6934 or AASHTO T 59.

NOTE: When results from the oven evaporation method fail to meet the specification requirements, rerun the tests using residual asphalt obtained from 350°F distillation method. Each load of emulsified asphalt shall be accompanied with a Certificate of Compliance/Conformance or other documentation as defined in the Supplier Quality Acceptance Plan to indicate that the emulsion meets the specifications.

2.02 AGGREGATE

A. GENERAL

The mineral aggregate used shall be the type specified for the particular application requirements of the slurry seal. The aggregate shall be crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate, or combination thereof. To assure the material is 100 percent crushed, the parent aggregate will be larger than the largest stone in the gradation to be used. Aggregate shall conform at minimum to the requirements of Section

37-2.02 “Aggregate” of the State Standards for each Type of Slurry Seal, with spread rates as identified in Part 9 of this Section.

B. QUALITY TESTS

The aggregate should meet agency specified polishing values and these minimum requirements:

TEST	TEST METHOD		SPECIFICATION
	AASHTO	ASTM	
Sand Equivalent Value of Soils and Fine Aggregate	T 176	D 2419	60 Minimum
Soundness of Aggregates by Use of Sodium Sulfate of Magnesium Sulfate	T 104	C 88	15% Maximum w/ Na_2SO_4 25% Maximum w/ $MgSO_4$
Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine ¹	T 96	C 131	30% Maximum

The abrasion test is run on the parent aggregate.

C. GRADATION

When tested in accordance with AASHTO T 27 (ASTM C 136) and AASHTO T 11 (ASTM C 117), the mix design aggregate gradation shall be within one of the following bands:

SIEVE SIZE	TYPE I PERCENT PASSING	TYPE II PERCENT PASSING	TYPE III PERCENT PASSING	STOCKPILE TOLERANCE FROM THE MIX DESIGN GRADATION
3/8 (9.5 mm)	100	100	100	-
# 4 (2.75mm)	100	90 – 100	70 – 90	± 5%
# 8 (2.36 mm)	90 – 100	65 – 90	45 – 70	± 5%
# 16 (1.18 mm)	65 – 90	45 – 70	28 – 50	± 5%
# 30 (600 um)	40 – 65	30 – 50	19 – 34	± 5%
# 50 (330 um)	25 – 42	18 – 30	12 – 25	± 4%
# 100 (150 um)	15 – 30	10 – 21	7 – 18	± 3%
# 200 (75 um)	10 – 20	5 – 15	5 – 15	± 5%

The gradation of the aggregate stockpile shall not vary by more than the stockpile tolerance from the mix design gradation (indicated in the table above) while also remaining within the specification gradation band. The percentage of aggregate passing any two successive sieves shall not change from one end of the specified range to the other end.

The aggregate will be accepted at the job location or stockpile based on five gradation tests sampled according to AASHTO T 2 (ASTM D 75). If the average of the five tests is within the stockpile tolerance from the mix design gradation, the material will be accepted. If the average of those test results is out of specification or tolerance, the contractor will be given the choice

to either remove the material or blend additional aggregate with the stockpile material to bring it into compliance. Materials used in blending must meet the required aggregate quality test specifications (see Section 2.02.b) before blending and must be blended in a manner to produce a consistent gradation. Aggregate blending may require a new mix design.

Screening shall be required at the stockpile if there are any problems created by oversized materials in the mix.

Type I. This aggregate gradation is used to fill surface voids, address moderate surface distresses, and provide protection from the elements. The fineness of this mixture provides the ability for some crack penetration.

Type II. This aggregate gradation is used to fill surface voids, address more severe surface distresses, seal, and provide a durable wearing surface.

Type III. This aggregate gradation provides maximum skid resistance and an improved wearing surface.

2.03 MINERAL FILLER

Mineral filler may be used to improve mixture consistency and to adjust mixture breaking and curing properties. Portland cement, hydrated lime, limestone dust, fly ash, or other approved filler meeting the requirements of ASTM D 242 shall be used if required by the mix design. Typical use levels are normally 0.0 - 3.0 percent and may be considered part of the aggregate gradation.

2.04 WATER

The water shall be free of harmful salts and contaminants. If the quality of the water is in question, it should be submitted to the laboratory with the other raw materials for the mix design.

2.05 ADDITIVES

Additives may be used to accelerate or retard the break/set of the slurry seal. Appropriate additives, and their applicable use range, should be approved by the laboratory as part of the mix design.

PART THREE - LABORATORY EVALUATION

3.01 GENERAL

Before work begins, the contractor shall submit a signed mix design covering the specific materials to be used on the project. This design will be performed by a laboratory which has experience in designing Polymer-Modified Emulsified Asphalt Slurry Seal. After the mix design has been approved, no material substitution will be permitted unless approved by the B.A.R.

3.02 MIX DESIGN

Compatibility of the aggregate, emulsified asphalt, water, mineral filler, and other additives shall be evaluated in the mix design. The mix design shall be completed using materials consistent with those supplied by the contractor for the project. Recommended tests and values are as follows:

TEST	ISSA TB NO.	SPECIFICATION
Mix Time @ 77°F (25°C)	TB 113	Controllable to 150 Seconds Minimum
Wet Cohesion @ 30 Minutes Minimum (Set) @ 60 Minutes Minimum (Traffic)	TB 139 (For quick-traffic systems)	12 kg-cm Minimum 20 kg-cm or Near Spin Minimum
Wet Stripping	TB 114	Pass (90% Minimum)
Wet-Track Abrasion Loss One-hour Soak	TB 100	60 g/ft ² (647 g/m ²) Maximum
Excess Asphalt by LWT Sand Adhesion	TB 109 (Critical in heavy-traffic areas)	50 g/ft ² (538 g/m ²) Maximum

The mixing test is used to predict the time the material can be mixed before it begins to break. It can be a good reference check to verify consistent sources of material. The laboratory should verify that mix and set times are appropriate for the climatic conditions expected during the project.

The laboratory shall also report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect) according to AASHTO T19 (ASTM C29). The report must clearly show the proportions of aggregate, mineral filler (if used) and polymer-modified emulsified asphalt, based on the dry weight of the aggregate.

The percentages of each individual material required shall be shown in the laboratory report. Based on field conditions, adjustments within the specific ranges of the mix design may be required. The component materials shall be designed within the following limits:

COMPONENT MATERIALS	LIMITS
Polymer-Modified Residual Asphalt	Type I: 10 – 16% Type II: 7.5 – 13.5% Type III: 6.5 – 12% (Based on dry weight of aggregate)
Mineral Filler	0.0 – 3.0% (Based on dry weight of aggregate)
Additives	As needed
Water	As required to produce proper mix consistency

3.03 MIX TOLERANCES

Tolerances for the slurry seal mixture are as follows:

- a. After the polymer-modified residual asphalt content is determined, any variations (based on percent of weight of dry aggregate) that will be permitted must be defined in the mix design for the project.
- b. The rate of application shall not vary more than $\pm 2 \text{ lb/yd}^2$ ($\pm 1.1 \text{ kg/m}^2$) when the surface texture does not vary significantly.

PART FOUR - EQUIPMENT

4.01 GENERAL

All equipment, tools, and machines used in the application of slurry seal shall be maintained in satisfactory working condition at all times.

4.02 MIXING EQUIPMENT

The machine shall be specifically designed and manufactured to apply polymer-modified slurry seal. The material shall be mixed by an automatic-sequenced, self-propelled, slurry seal mixing machine of either truck-mounted or continuous-run design. Either type machine shall be able to accurately deliver and proportion the mix components through a mixer and to discharge the mixed product on a continuous-flow basis.

The Contractor shall submit an equipment list to the Engineer. In some cases, truck-mounted machines may be more suited, i.e. cul-de-sacs, small narrow roadways, parking lots, etc. On some projects, continuous-run equipment may be utilized due to the continuity of mix and the reduction of start-up joints. Generally, truck-mounted machines or continuous-run machines may be used on similar projects.

If continuous-run equipment is used, the machine shall provide the operator with full control of the forward and reverse speeds during application of the slurry seal. It shall be equipped with a self-loading device and opposite-side driver stations. The self-loading device, opposite-side driver stations, and forward and reverse speed controls shall be of original equipment-manufacturer design.

4.03 PROPORTIONING DEVICES

Individual volume or weight controls for proportioning mix components shall be provided and properly labeled to determine the material output at any time.

4.04 SPREADING EQUIPMENT

The mixture shall be agitated and spread uniformly in the spreader box by means of twin shafted paddles or spiral augers fixed in the box. With polymer-modified, quick-set systems, mechanical agitation may extend mix time. The slurry seal mixture shall have the proper consistency as it enters the spreader box. Spraying of additional water into the spreader box will not be permitted.

A front seal shall be utilized to ensure no loss of the mixture at the road contact point. The rear seal shall act as final strike-off and shall be adjustable. The spreader box and rear seal shall be designed and operated to provide uniform mix consistency behind the box. The spreader box shall have suitable means to side shift to compensate for variations in the pavement geometry. A burlap drag or other approved screed may be attached to the rear of the spreader box to provide a highly textured uniform surface. A drag stiffened by hardened slurry shall be replaced immediately.

4.05 AUXILIARY EQUIPMENT

Suitable surface preparation equipment, traffic control equipment, hand tools, and other support and safety equipment necessary to perform the work shall be provided by the contractor.

PART FIVE - CALIBRATION

Each mixing unit to be used in performance of the work shall be calibrated in the presence of the B.A.R. prior to the start of the project. Previous calibration documentation covering the exact materials to be used may be acceptable, provided the calibration was performed during the previous 60 days. The documentation shall include an individual calibration of each material at various settings, which can be related to the machine's metering devices. Any equipment replacement affecting material proportioning requires that the machine be recalibrated. No machine will be allowed to work on the project until the calibration has been accepted.

PART SIX - WEATHER LIMITATIONS

The slurry seal shall not be applied if either the pavement or air temperature is below 50°F (10°C) and falling, but may be applied when both pavement and air temperatures are above 45°F (7°C) and rising. No slurry seal shall be applied when there is the possibility of freezing temperatures at the project location within 24 hours after application. The mixture shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time.

PART SEVEN - NOTIFICATION AND TRAFFIC CONTROL

7.01 NOTIFICATION

Contractor shall prepare and submit to Engineer a Traffic Control Plan (TCP) outlining the types and locations of traffic control devices to be utilized during construction.

Homeowners and businesses affected by the paving shall be notified at least two days (48 hours) in advance of the surfacing. Should work not occur on the specified day, a new notification will be distributed. The notification shall be posted in written form, stating the time and date that the surfacing will take place. If necessary, signage alerting traffic to the intended project should be posted. Notification above and beyond that which is identified herein must be stated clearly in the improvement plans or bid specifications.

7.02 TRAFFIC CONTROL

Traffic control devices shall be in accordance with agency requirements and, if necessary, conform to the requirements of the Manual on Uniform Traffic Control Devices. Opening to traffic does not constitute acceptance of the work.

In areas that are subject to an increased rate of sharp-turning vehicles, additional time may be required for a more complete cure of the slurry seal mat to prevent damage. Tire marks may be evident in these areas after opening but typically diminish over time with rolling traffic.

7.03 PUBLIC SAFETY

Whenever the Contractor's operations create a condition hazardous to traffic or to the public, he shall furnish, at his own expense and without cost to the Owner, such flagmen and guards as are necessary to give adequate warning to the public of any dangerous conditions to be encountered, and he shall furnish, erect, and maintain such fences, barricades, lights, signs, and other devices as are necessary to prevent accidents and avoid damage or injury to the public.

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

PART EIGHT - SURFACE PREPARATION

8.01 GENERAL

Prior to applying the slurry seal, loose material, oil spots, vegetation, and other objectionable material shall be removed. Any standard cleaning method will be acceptable. If water is used, cracks shall be allowed to dry thoroughly before slurry surfacing. Manholes, valve boxes, drop inlets and other service entrances shall be protected from the slurry seal by a suitable method. The B.A.R. shall approve the surface preparation prior to surfacing.

8.02 TACK COAT

Tack coat is required where the surface to be covered is extremely dry and raveled or is concrete or brick. If required, the emulsified asphalt should be SS, CSS, or the slurry seal emulsion. Consult with the slurry seal emulsion supplier to determine dilution stability. The tack coat may consist of one-part emulsified asphalt/three parts water and should be applied with a standard distributor. The distributor shall be capable of applying the dilution evenly at a rate of 0.05-0.15 gal/yd² (0.23-0.68 l/m²). The tack coat shall be allowed to cure sufficiently before the application of slurry seal. When asphaltic emulsion is used as a tack coat, fiberized micro surfacing shall not be placed until the asphaltic emulsion has cured.

8.03 CRACKS

Cracks wider than 0.25" (0.64cm) in the pavement surface shall be prepared and treated with an approved crack sealer prior to application of the slurry seal. Crack sealant shall be Rubberized, hot-

applied, single component crack and joint sealant. Crack sealant shall conform to Caltrans Crack Sealant – Type 2 Material and ASTM (D5167). Areas of severe alligator cracking (cracks producing 18” diameter blocks or less) shall be cracked sealed unless otherwise noted on the plans.

Cracks to be filled and adjacent asphalt concrete surfacing shall be cleaned and shall be free of dirt, vegetation, debris, and loose sealant. Cleaning shall be done by air blasting. Old sealant which protrudes above the asphalt concrete surfacing shall be completely removed.

Crack sealant material shall be spread with a nozzle or device approved for use by the Engineer and be placed within the specified temperature range. Cracks shall be squeegeed as necessary after application of the crack sealant material. Within two (2) days after application of sealant, sealed cracks that reopen or in which the sealant material sags below the surrounding asphalt concrete surfacing and shoulders shall be resealed.

8.04 REMOVAL OF TRAFFIC STRIPES, MARKINGS AND MARKERS

All thermoplastic traffic stripes, markings and markers shall be removed prior to applying slurry seal.

Thermoplastic traffic stripes and pavement markings shall be removed by grinding that does not materially damage the existing pavement. Pavement marking images shall be removed in such a manner that the old message cannot be identified. The pavement marking image shall be removed by grinding a rectangular area. The minimum dimensions of the rectangle shall be the height and width of the pavement marking. Residue resulting from removal operations shall be removed from pavement surface by sweeping or vacuuming before the residue is blown by the action of traffic or wind, migrates across lanes or shoulders, or enters into drainage facilities.

PART NINE - APPLICATION

9.01 GENERAL

If required, it is recommended that a test strip be placed in conditions similar to those expected to be encountered during the project.

The surface may be wetted with water ahead of the spreader box. The rate of application of the water spray shall be adjusted during the day to suit temperature, surface texture, humidity, and dryness of the pavement. Pooling or standing water shall be avoided.

The slurry seal shall be of the desired consistency upon exiting the mixer. A sufficient amount of material shall be carried in all parts of the spreader box at all times so that complete coverage is achieved. Overloading of the spreader shall be avoided.

No lumping, balling, or unmixed aggregate shall be permitted.

Significant streaks, such as those caused by oversized aggregate or broken mix, shall not be left in the finished surface. If excessive streaking occurs, the job will be stopped until the cause of the problem has been corrected. Some situations may require screening the aggregate prior to loading it into the units going from the stockpile area to the jobsite.

9.02 RATE OF APPLICATION

The slurry seal mixture shall be of the proper consistency at all times so as to provide the application rate required by the surface condition. The average application rate shall be in accordance with the following table:

AGGREGATE TYPE	LOCATION	APPLICATION RATE
Type I	Parking Areas Urban and Residential Streets	8 – 12 lb/yd ² (4.3 – 6.5 kg/m ²)
Type II	Urban and Residential Street	14 – 18 lb/yd ² (5.4 – 9.8 kg/m ²)
Type III	Primary and Interstate Routes	18 – 24 lb/yd ² (8.1 – 12.0 kg/m ²)

Suggested application rates are based upon the weight of dry aggregate in the mixture. Application rates are affected by the unit weight and gradation of the aggregate and the demand of the surface to which the slurry seal is being applied.

9.03 JOINTS

No excess buildup, uncovered areas, or unsightly appearance shall be permitted on longitudinal or transverse joints. The contractor shall provide suitable equipment to produce a minimum number of longitudinal joints throughout the project. When possible, a longitudinal joint shall not be placed in a wheel path. Less than full box width passes will be used only as required. If less than full box width passes are used, they shall not be the last pass of any paved area. A maximum of 3" (7.62 cm) shall be allowed for overlap of longitudinal joints.

9.04 MIXTURE

The slurry seal shall possess sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. It shall be free of excess liquids which create segregation of the aggregate. *Spraying of additional water into the spreader box will not be permitted.*

9.05 HANDWORK

Areas which cannot be accessed by the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. If necessary, the area to be hand worked shall be lightly dampened prior to mix placement. Handwork shall exhibit the same finish as that applied by the spreader box and shall be completed prior to final surfacing.

9.06 LINES

Care shall be taken to apply straight lines along curbs, shoulders, and intersections. No runoff on these areas will be permitted. Roofing felt or heavy plastic may be used to begin or end a pull cleanly. Where lines occur, no excess buildup (greater than ¼" difference) will be permitted. If this

occurs, work shall be halted, the buildup hand worked, and the machinery adjusted to correct the problem.

9.07 ROLLING (PARKING AREAS ONLY)

Parking areas shall be rolled by a self-propelled, 10-ton (maximum) pneumatic tire roller equipped with a water spray system. All tires should be inflated per manufacturer's specifications. Rolling shall not start until the slurry has cured sufficiently to avoid damage by the roller. Areas which require rolling shall receive a minimum of two (2) full coverage passes and shall be identified clearly on the plans.

9.08 CLEAN UP

All utility access areas, gutters and intersections, shall have the slurry seal removed as specified by the B.A.R. The Contractor shall remove any debris associated with the performance of the work on a daily basis. Overage at gutter pans in excess of 2" shall be removed as soon as possible.

PART TEN - PART 10 – QUALITY CONTROL

10.01 INSPECTION

Local conditions and specific project requirements shall be considered when determining the parameters of field inspection.

Proper mix consistency may be reviewed and inspected at any point during the project. If mixes are too dry, streaking, lumping and roughness will be present in the mat surface.

10.02 MATERIALS

To account for aggregate bulking, it is the responsibility of the Contractor to check stockpile moisture content and to set the machine accordingly. At the Inspector's discretion, material tests may be run on representative samples of the aggregate and emulsion. Tests will be run at the expense of the buyer. The buyer must notify the contractor immediately if any test fails to meet the specifications.

10.03 SLURRY SEAL

If required, representative samples of the slurry seal may be taken directly from the slurry unit(s). Consistency (ISSA TB No. 106) and residual asphalt content (ASTM D2172) tests may be run on the samples. Tests will be run at the expense of the buyer. The buyer will notify the Contractor immediately if any test fails to meet specifications.

Data obtained from the proportioning devices on the slurry seal unit may be used to determine individual material quantities and application rate.

10.04 NON-COMPLIANCE

If any two successive tests fail on the stockpile aggregate, the job shall be stopped. If any two successive tests on the mix from the same machine fail, the use of the machine shall be suspended.

It will be the responsibility of the Contractor, at his expense, to prove to the Engineer that the problems have been corrected.

10.05 PAYMENT

The slurry seal shall be paid at the lump sum bid price.

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