



CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS
FOR
CITY OF GREENFIELD
Pavement Maintenance Project

May 2016

FOR USE WITH THE
STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION,
LATEST EDITION

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SECTION A BID DOCUMENTS & INFORMATION

IMPORTANT NOTICE

Forms A3 through A12 AND Bid Bond must be completed and submitted with all bids.

- A1 - Invitation to Bid
- A2 - Information for Bidders
- A3 - Bid Proposal
- A4 - Bid Schedule
- A5 - Listing of Subcontractors
- A6 - Surety (Performance and Payment Bond Provider Info)
- A7 - Bidder Information
- A8 - Experience Statement
- A9 - Designation of Suppliers & Subcontractors
- A10 - Statement Regarding Insurance Coverage
- A11 - Statement Regarding the Contractor's Licensing Laws
- A12 - Non-Collusion Affidavit (contractor)

Bid Bond – See Section B of Contractor Services Agreement

Failure to complete, sign (where required), and return the above proposal documents with your bid may render it non-responsive.

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A1 INVITATION TO BID

Sealed proposals for the **City of Greenfield Pavement Maintenance Project** addressed to the City of Greenfield, Civic Center, 599 El Camino Real, Greenfield, CA 93927 ATT: CITY CLERK, will be received at City Hall until **June 2, 2016 at 3:30 pm** and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

The proposed project consists of rehabilitation of various City streets using PASS® MAX-CR technology street preservations methods. Generally, the work consists of:

- Contractor preparation of Inventory of Striping, legends, crosswalks and markings.
- Removal of existing striping, legends, and pavement markers
- Removal of existing oil deposits from parking spaces
- Grind and replacement (.3') asphalt pavement
- Submittal of product design specifications for review and approval
- Protection of existing manhole covers, inlet covers, monument covers, valve box covers, and all utility covers
- Application of PASS® MAX-CR Scrub / Cape Seal
- Application of Type 2 Micro Surfacing
- Application of PASS® QB Rejuvenating Fog Seal
- Traffic control including delivery of "Notices"
- Replacement of traffic striping, legends, and pavement markers
- Cleanup

There will be no pre-bid conference. Closing date for all questions shall be May 25, 2016. Note that one or more bid items will require contractor to prepare an independent quantity measurement in order to bid, and a schedule of values for some lump-sum items is required at time of bid (see bid Proposal)

The Contract Documents may be examined at City Hall, Civic Center, 599 El Camino Real, Greenfield, California. An electronic copy can be obtained through the City of Greenfield website or from the City Engineer, MNS Engineers, Inc. by contacting (805) 331-3553. Contract documents are only provided in electronic format. There is no charge for the contract documents.

Each Bid must be submitted on the prescribed form and accompanied by an original bid security executed on the prescribed form, payable to the City of Greenfield, California, in an amount not less than 10 percent of the amount bid. Photocopy or facsimile copy will **NOT** be accepted.

The successful Bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Contract Documents.

The Contractor may elect to receive 100 percent of payments due under the contract documents from time to time, without retention from any portion of the payment by the Owner in accordance with the provisions of Section 22300 of the Public Contract Code (previous Section 4590 of the California Government Code). Such securities, if deposited by the Contractor, shall be valued by the Owner, whose decision on

valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in Section 22300 of the Public Contract Code and Section 16430 of the California Government Code.

In accordance with the provisions of California Public Contract Code Section 3300, the Owner has determined that the Contractor (and/or subs as required) shall possess a valid Class A – General Engineering Contractor license at the time that the Bid Proposal is submitted. Failure to possess the specified license shall render the bid as non-responsive and shall act as a bar to award of the Contract to any Bidder not possessing said license at the time of award.

The award will be made by the Owner on the basis of that Proposal from the lowest responsive, responsible Bidder which, in the Owner's sole and absolute judgment, will best serve the interest of the Owner. The Owner reserves the right to accept or reject any or all Proposals, and to waive any informalities and irregularities in said Proposals.

Bidders are hereby notified that pursuant to provisions of Sections 1770, et seq., of the California Labor Code, the Contractor shall pay its employees the general prevailing rate of wages as determined by the Director of the Department of Industrial Relations. A copy of the latest prevailing wage rates is available for inspection at City Hall. In addition, the Contractor shall be responsible for compliance with requirements of Section 1777.5 of the California Labor Code relating to apprentices of public works contracts. No contractor or subcontractor may be listed on a bid proposal or awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exception from this requirement for bid purposes only under Labor Code section 1771.1(a)]. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code Section 1771.4.

The Owner has obtained from the Director of the Department of Industrial Relations the prevailing rate of per diem wages for workers to be used on the job. Copies are available on the Internet at <http://www.dir.ca.gov/DLSR/PWD/index.htm>. The Contractor shall post a copy at the jobsite.

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

The CITY reserves the right to reject any or all bids, to waive any irregularity, and to take all bids under advisement for a period of forty five (45) days.

For questions regarding this project, contact the City's Project Manager, Douglas Pike, MNS Engineers, Inc. (805) 331-3553, or E-Mail dpike@mnsengineers.com

SUSAN STANTON, CITY MANAGER

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A2 INFORMATION FOR BIDDERS

A2.01 INSPECTION OF SITE OF WORK

Bidders are required to inspect the site of the work in order to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work and as to the actual conditions of and at the site of work. If, during the course of his/her examination, a bidder finds facts or conditions which appear to him/her to conflict with the letter or spirit of the contract documents, or with any other data furnished him/her, he/she may apply to the CITY in writing in accordance with **A2.04 INTERPRETATION OF CONTRACT DOCUMENTS** for additional information and explanation before submitting his/her bid.

The submission of a proposal by the bidder shall constitute the acknowledgment that, if awarded the contract, he/she has relied and is relying on his/her own examination of (a) the site of the work, (b) the access to the site, and (c) all other data, matters, and things requisite to the fulfillment of the work and on his/her own knowledge of existing services and utilities on and in the vicinity of the site of the work to be constructed under the contract, and not on any representation or warranty of the CITY. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the above items.

A2.02 EXAMINATION OF CONTRACT DOCUMENTS

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, drawings and addenda (if any). The submission of a proposal shall constitute an acknowledgment upon which the CITY may rely that the bidder has thoroughly examined and is familiar with the contract documents. The bidders' attention is directed to the need for special invoicing for this project. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve him/her from any obligations with respect to his/her proposal or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract document.

A2.03 CONTRACT PERIOD / CONSTRUCTION COMPLETION DATE

Bidder's attention is called to the provisions set forth in **C5 & C6-PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK**, as well as **A-3 BID PROPOSAL** paragraph pertaining to the contract period and liquidated damages for avoidable delays.

A2.04 INTERPRETATION OF CONTRACT DOCUMENTS

No oral interpretations will be made to any bidder as to the meaning of the contract documents. Requests for an interpretation shall be made in writing and delivered to the CITY at least ten (10) days before the time announced for opening the proposals. Interpretations by the CITY will be in the form of an addendum to the contract documents and, when issued, will be sent as promptly as is practical to all parties to whom the contract documents have been issued. All such addenda shall become part of the contract. All questions shall be addressed to the City's Project Manager, Douglas Pike, MNS Engineers, Inc. (805) 331-3553, or E-Mail dpikem@mnsengineers.com

A2.05 SOIL INFORMATION

No soils reports have been prepared for this project.

A2.06 PROPOSAL

Proposals shall be made on the forms enclosed in **SECTIONS A3-A12** of these specifications, bound with original contract documents and supporting documentation submitted including received addenda. All proposals shall give the prices proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by the bidder or his/her authorized representative, with his/her address. If the proposal is made by an individual, his/her name, signature and post office address must be shown; if made by firm or partnership, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown; if made by a corporation, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation, and the name and title of the person who signs on behalf of the corporation. If the proposal is made by a corporation, a certified copy of the bylaws or resolution of the board of directors of the corporation shall be furnished showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

Each proposal shall be enclosed in a sealed envelope, labeled as specified in **A1-NOTICE INVITING SEALED BIDS**. Bidders are warned against making erasures or alterations of any kind, and proposals which contain omissions, erasures or irregularities of any kind may be rejected. No proposals or modifications will be considered if made by fax, phone, email, or made orally in person.

In conformance with the Business and Profession Code, Section 7028.15, the Contractor must state clearly

his/her license number and expiration date. In addition he/she shall sign a statement that these representations were made under the penalty of perjury. This statement shall be made on **A8-EXPERIENCE STATEMENT**.

A2.07 ADDENDA

Each proposal shall include specific acknowledgment in the space provided on **A3-BID PROPOSAL** of receipt of all addenda issued during the bidding period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

A2.08 BID PRICES

Bid prices shall include everything necessary for the completion of construction and fulfillment of the contract including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities and all management, superintendence, labor and services, except as may be provided otherwise in the contract documents. In the event of a difference between a price quoted in words and a price quoted in figures for the same quotation, the words shall be the amount bid.

In preparing bid prices bidder represents that he/she has carefully examined the Contract Documents and the site where the work is to be performed and that he/she has familiarized himself with all local conditions and federal, state and local laws, ordinances, rules, and regulations that may affect, in any manner, the performance of the work. The bidder further represents that he/she has studied all surveys and investigation reports about subsurface and physical conditions pertaining to the job site, that he/she has performed such additional surveys and investigations as he/she deems necessary to complete the work at his/her bid price, and that he/she has correlated the results of all such data with the requirements of the Contract Documents. The submittal of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, including locality, uncertainty of weather and all other contingencies, and as to the character, quality, quantities, and scope of the work.

The plans and specifications for the work may indicate subsurface conditions or otherwise hidden conditions as they are supposed or believed by the Design Engineer to exist, but are not intended or to be inferred that the conditions as shown thereon constitute a representation that such conditions are actually existent. Except as otherwise specifically provided in the Contract Documents, the CITY, the Design Engineer and their consultants or agents shall not be liable for any loss sustained by the Contractor as a result of any variance of such conditions as shown on the plans and the actual

conditions revealed during the progress of the work or otherwise.

The Contractor shall perform an independent quantity take off of the plans and bid accordingly. Quantities listed in **A4-BID SCHEDULE** are intended only as a guide for the Contractor as to the anticipated order of magnitude of work. Contractor shall be responsible for verifying all estimated quantities. Contractor will be reimbursed for the quantity of items actually installed as required by the Contract Documents and shown on the plans to neat line and grade.

The Contractor will not be reimbursed for unauthorized work performed outside of that required by the Contract Documents.

A2.09 TAXES

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

A2.10 RECOGNITION OF BONDING COMPANIES

All bonding companies used by the Contractor in this contract must be recognized by the Federal Government within Circular 570. All proposals or contracts received that include bonds posted by bonding companies not recognized in Circular 570 will result in the disqualification of the bid proposal and forfeiture of the bid bond.

A2.11 QUALIFICATION OF BIDDERS

Each bidder shall be skilled and regularly engaged in the general class or type of work called for under the contract. A statement setting forth his/her experience shall be submitted by each bidder on **A8-EXPERIENCE STATEMENT** form provided herewith.

Each bidder shall possess a valid Contractor's License issued by the Contractor's State License Board at the time his/her bid is submitted. The class of license shall be applicable to the work specified in the contract. Each bidder shall also have no less than five (5) years experience in the magnitude and character of the work bid.

Each bidder shall possess a valid Department of Industrial Relations registration number at the time his/her bid is submitted.

It is the intention of the CITY to award a contract to a bidder who furnished satisfactory evidence that he/she has the requisite experience and ability, and that he/she has sufficient capital, facilities, and plant to enable him/her to prosecute the work successfully and properly, and to complete it within the time named in the contract.

To determine the degree of responsibility to be credited to the bidder, the CITY will weigh any evidence that the bidder has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. If in the opinion of the CITY, a bidder is determined to be insufficiently qualified, then that bid will not be considered for award of the contract.

A2.12 DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

Each proposal shall have listed on **A9–DESIGNATION OF SUPPLIERS & SUBCONTRACTORS** provided herewith the name and address of each subcontractor to whom the bidder proposes to sublet portions of the work in excess of one-half percent of the total amount of his/her bid. Each subcontractor shall possess a valid Department of Industrial Relations registration number. For the purpose of this paragraph, a subcontractor is defined as one who contracts with the Contractor to furnish materials and labor, or labor only for the performance of work at the site of the work or who will specially fabricate a portion of the work off the site pursuant to detailed drawings in the contract documents.

A2.13 PROPOSAL GUARANTEE

The proposal shall be accompanied by a proposal guarantee bond duly completed on the form provided herewith by a guarantee company authorized to carry on business in the State of California for payments to the CITY in the sum of at least 10% of the total amount of the bid proposal, or alternatively by a certified or cashier's check payable to the CITY in the sum of at least 10% of the total amount of the bid proposal. The amount payable to the CITY under the proposal guarantee bond, or the certified or cashier's check and the amount thereof, as the case may be, shall be forfeited to the CITY in case of failure or neglect of the bidder to furnish, execute and deliver to the CITY the required performance bond as well as material and labor bond, evidences of insurance and to enter into, execute and deliver to the CITY the agreement on the form provided herewith, within ten (10) days after being notified in writing by the CITY that the award has been made and the agreement is ready for execution.

A2.14 MODIFICATION OF PROPOSAL

A modification of a bid proposal already received will be considered only if the modification is received prior to the time announced for the opening of bids. All modifications shall be made in writing, executed and submitted in the same form and manner as the original bid proposal.

A2.15 WITHDRAWAL OF PROPOSAL

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the CITY's designated official prior to the bid opening hour stipulated in the **A1–NOTICE INVITING SEALED BIDS**. Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee. The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, provided there is time to do so.

A2.16 POSTPONEMENT OF BID OPENING

The CITY reserves the right to postpone the date and time for opening of bids at any time prior to the date and time announced in **A1–NOTICE INVITING SEALED BIDS**.

A2.17 DISQUALIFICATION OF BIDDERS

If there is reason to believe that collusion exists among the bidders, none of the bids of the participants in such collusion will be considered. In the event that any bidder acting as a prime Contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime Contractor.

A2.18 REJECTION OF PROPOSALS

The CITY reserves the right to reject any and all proposals, to waive any irregularity, and to reject any proposals which are incomplete, obscure or irregular; any proposals which omit a bid on any one or more items on which bids are required; which omit unit prices if unit prices are required in which unit prices are unbalanced in the opinion of the CITY; which are accompanied by insufficient or irregular bid security; and which are from bidders who have previously failed to perform properly or to complete on time contracts of any nature.

A2.19 AWARD OF CONTRACT

The Award of Contract, if it is awarded, will be made to the lowest responsible, responsive, and qualified bidder whose bid proposal is not rejected for cause by the CITY. However, until an award is made, the right will be reserved to reject any or all bids, and to waive technical errors or discrepancies, if to do so is deemed to best serve the interests of the CITY. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom it is proposed to make such an award.

Each bidder's attention is directed to the possibility that the award of the project may be delayed for various reasons. The CITY reserves the right to delay the award of the project for 45 working days. After 45

working days, the low bidder may at any time request release from its bid without penalty.

The acceptance of a proposal will be evidenced by a Notice of Award of Contract in writing, delivered by mail or electronic mail to the bidder whose proposal is accepted. No other act of the CITY shall constitute acceptance of a proposal. The award of contract shall obligate the bidder whose proposal is accepted to furnish a performance bond, payment bond and maintenance bond, as well as evidences of insurance and execute the contract set forth herein.

A2.20 RETURN OF PROPOSAL GUARANTEES

Within ten (10) working days after the bids are opened, the CITY will destroy the proposal guarantees accompanying the proposals which are not to be considered in making the award. Bidders not being considered for award shall request release of their proposal guarantee by email or phone within ten (10) working days should they not want their proposal guarantees destroyed. Proposal guarantees for the two lowest bidders will be held until the contract has been fully executed after which they will be destroyed or

returned upon request to the respective bidders whose proposals they accompanied.

A2.21 EXECUTION OF CONTRACT

The contract agreement shall be executed in duplicate by the successful bidder and returned, together with the contract bonds and evidences of insurance, within ten (10) working days after the notification of the contract award by the City in writing. In case of failure of the successful bidder to execute the contract agreement within ten (10) working days after such notice, or any subsequent extension approved by CITY, the CITY at its option may consider the bidder in default, in which case the bid bond or proposal guarantee accompanying the bid shall become the property of the CITY. After execution by the CITY, one original contract shall be returned to the Contractor.

A2.22 FLEXIBILITY OF BID SCHEDULE

It is the intent of the City to award a contract to the lowest responsible, responsive, and qualified bidder, and the flexibility shown in the bid schedule is necessary to ensure a project within the City's budget limits and constraints.

END OF SECTION

A3 BID PROPOSAL

NOTE TO BIDDER: Use **BLACK** ink for completing this Proposal form.

To: City of Greenfield Telephone: 831-674-5591
Civic Center, 599 El Camino Real Facsimile: 831-674-3149
Greenfield, CA 93927

Project Title: City of Greenfield Pavement Maintenance Project

From: _____
Company Name

Address: _____ / _____ / _____ / _____
Street City State Zip

Bidder's person to contact for additional information on this Proposal:

Name: _____
Title

Telephone: _____ **Facsimile:** _____

E-mail:

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

The Bidder further agrees that he has exercised his own judgment regarding the review of the site and has utilized all data which he believes pertinent from the Engineer, Owner, and other sources in arriving at his conclusions.

The Bidder further declares that he has carefully examined the Contract Documents for the performance of the work of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Proposal is accepted, he will, within 10 days, not including Sundays and legal holidays, after notice of award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner the Performance Bond and Payment Bond required herein, and will, to the extent of his bid, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

Attached is a Bid Bond duly completed by a guarantee company authorized to carry on business in the State of California in the amount of at least 10% of the total amount of our proposal, or alternatively, there is attached a certified or cashier's check payable to the CITY, in the amount of at least 10% of the total amount of our proposal.

CERTIFICATES OF INSURANCE

The Bidder further agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified in these Documents.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to complete the construction, in all respects, within **100 Calendar days** after receiving the Notice to Proceed. **Note: to avoid conflict with school sessions, the contractor shall schedule the order of work for School Crosswalks and work in front of schools during periods when school is out of session. See Technical Specifications.**

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of **\$1,000 per day** for all work awarded under one contract until the work shall have been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

ADDENDA

The Bidder, hereby acknowledges that he has received Addenda No's.

_____/_____/_____/_____/_____/_____/_____/_____.

(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Proposal(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all sales and use taxes are included in the stated bid prices for the work, unless provision is made herein for the Bidder to separately itemize the estimated amount of sales tax.

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A4 BID SCHEDULE

CITY OF GREENFIELD STREET REHABILITATION PROJECT

ITEM	ITEM DESCRIPTION	UNITS	QTY	UNIT COST (Figures)	TOTAL COST (Figures)
1	Mobilization and Insurance	LS	1		
2	Project Safety/Traffic Control	LS	1		
3	Remove All Pavement Legends, Stop Bars & Crosswalks	LS	1		
4	Remove Traffic Striping (Including Parking & All Raised Pavement Markers)	LS	1		
5	Grind & Replace AC (0.3' depth)	SF	11400		
6	Type II Microsurface; 22 lb	SY	29731		
7	Install PMRE Rejuvenating Fog Seal	SY	114533		
8	Rejuvenating Scrub Seal (Grading Type A 1/4" x #10)	SY	107725		
9	Replace Existing With New - 55 New Thermoplastic Crosswalks (Per new City Standard)	LS	1		
10	Replace Existing With New - 91 New Thermoplastic Stop Bars and STOP Legends & Centerline Stripe	LS	1		
11	Replace Existing With New - 100 New Thermoplastic Misc. Type Legends (Arrows, Bikelane, Words, Etc.)	LS	1		
12	Replace Existing With New - Raised Pavement Markers Incl. White (10 est.), Yellow Reflective Markers (630 est.), and Blue Hydrant Markers (30. est)	LS	1		
13	Replace Existing With New - Thermoplastic Pavement Traffic & Bike Lane Striping, Parking Delineation (Per Contractors inventory of Striping)	LS	1		
14	Demobilization and Cleanup	LS	1		

TOTAL BID SCHEDULE :

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15	Additive Alternate 1: Rejuvenating Scrub Seal (Grading Type A 1/4" x #10)	SY	6000		
16	Additive Alternate 2: PMRE Rejuvenating Fog Seal	SY	4000		

BASE BID SCHEDULE TOTAL (in words):

The cost of all labor, services, material, equipment and installation necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein. For a description of the work associated with each bid item, see SECTION D-TECHNICAL SPECIFICATIONS AND MODIFICATIONS. CITY reserves the right to increase or decrease the quantity of any item or omit items as may be necessary, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price in accordance with these Contract Documents.

The Contractor shall perform an independent take-off of the plans and bid accordingly. Quantities listed in this Bid Schedule are intended only as a guide for the Contractor as to the anticipated order of magnitude of work. Contractor shall be responsible for verifying all estimated quantities. Contractor will be reimbursed for the quantity of items actually installed as required by the Contract Documents, including addenda, and shown on the plans. The Contractor will not be reimbursed for work performed for his convenience, or as required to adapt to field conditions, or for unauthorized work performed outside of that required by the Contract Documents. The Contractor shall be responsible for calculating and providing totals for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and installation associated with completing the work in place per the plans, specifications and details.

In case of conflict or error in calculation, the bid may be considered irregular and may be subject to rejection. The order of precedence shall be: (1) written total (in words); (2) figures; (3) item cost; (4) item unit price.

NAME OF BIDDER: _____
CONTRACTOR'S LICENSE NO.: _____
AUTHORIZED SIGNATURE: _____
TITLE: _____
DATE: _____

SCHEDULE OF VALUES

The Bidder shall provide, at the time of bid, a Schedule of Values for Bid Items 3, 4, 9, 10, 11, 12, 13, providing a cost per unit sufficient to estimate unit cost for potential additions or deletion during the course of construction.

STATEMENT OF EXPERIENCE OF BIDDERS

The Bidder is requested to state below what project (s) of similar magnitude or character the bidder has completed. Include references with the name and telephone number of a contact person. This statement of experience will enable the City Council to evaluate the Bidders experience, skill and business standing and ability to conduct the proposed project as rapidly and completely as required under the terms of the contract.

A5 LISTING OF SUBCONTRACTORS

As required under the provisions of Section 4104 et seq of the California Public Contract Code, any person making a bid or offer to perform the work, shall in his or her bid or offer, set forth: (a) The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the primary contractor specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid; (b) The portion of the work which will be done by each such subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as defined by the prime contractor in his or her bid.

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts in the event that the Bidder is awarded the Contract:

Name:	
Address:	
Portion of Work:	
Lic. No:	DIR No.:

Name:	
Address:	
Portion of Work:	
Lic. No:	DIR No.:

Name:	
Address:	
Portion of Work:	
Lic. No:	DIR No.:

Name:	
Address:	
Portion of Work:	
Lic. No:	DIR No.:

(Note: Attach additional sheets as required.)

A6 SURETY

If the Bidder is awarded a construction Contract on this Proposal, the Surety who provides the Performance Bond and Payment Bond will be:

_____ whose address is

Street City State Zip

A7 BIDDER INFORMATION

BIDDER certifies that the following information is true and correct:

Name of Bidder: _____

Business Address: _____

Telephone: _____ FAX: _____ E-mail: _____

Contractor's License No.: _____ Date Issued: _____ Expiration Date: _____

Department of Industrial Relations (DIR) Registration No.: _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal: (Name/Title/Address/Telephone #)

Any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows: (Type of Judgement / Date)

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

Prior Disqualification

Has your firm ever been disqualified from performing work for any City, County, Public or Private Contracting entity?
Yes / No _____. If yes, provide the following information. (If more than once, use separate sheets):

Date: _____ Entity: _____

Location: _____

Reason: _____

Provide Status and any Supplemental Statement:

Has your firm been reinstated by this entity? Yes / No _____

Violations of Federal or State Law

Has your firm or its officers been assessed any penalties by any AGENCY for noncompliance, violations of Federal or State labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes / No: _____ Federal / State: _____

If "yes", identify and describe, (including status):

Have the penalties been paid? Yes / No: _____

B. Does your firm or its officers have any ongoing investigations by any AGENCY regarding violations of the State Labor Code, California Business and Professions Code or State Licensing laws?

Yes / No: _____ Codes / Laws: _____ Section / Article: _____

If "yes", identify and describe (including status):

I declare under penalty of perjury under the laws of the State of California that all of the representations made in **A7-BIDDER INFORMATION** are true and correct. Executed this _____ day of _____, 20____, at _____, California.

AUTHORIZED SIGNATURE: _____

TITLE: _____

A8 EXPERIENCE STATEMENT

Pursuant to **A2.06 PROPOSAL** and **A2.11 QUALIFICATION OF BIDDERS**, the following is a record of the Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this contract. Included in this section should be a complete list of references for similar projects in terms of scope of work, value of work, and time constraints. The Contractor must demonstrate that he/she has experience with this type of project and can manage this project effectively. If necessary, additional numbered pages can be attached to this page. The Contractor must be properly licensed to perform the work in this project as determined by the State Contractor's License Board.

Project Title: _____ Client: _____

Date: _____ Project Value: _____ Contact: _____ Tel #: _____

Description: _____

Subject to Federal Labor Standards: _____ Yes _____ No

Project Title: _____ Client: _____

Date: _____ Project Value: _____ Contact: _____ Tel #: _____

Description: _____

Subject to Federal Labor Standards: _____ Yes _____ No

Project Title: _____ Client: _____

Date: _____ Project Value: _____ Contact: _____ Tel #: _____

Description: _____

Subject to Federal Labor Standards: _____ Yes _____ No

I declare under penalty of perjury under the laws of the State of California that all of the representations made in **A8-EXPERIENCE STATEMENT** are true and correct. Executed this _____ day of _____, 20____, at _____, California.

AUTHORIZED SIGNATURE: _____

TITLE: _____

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A9 DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

The following is a list of subcontractors and suppliers, as defined in 2-3 SUBCONTRACTS of the SSPWC, who will perform work or provide materials of value in excess of one-half percent of the total bid price or \$10,000, whichever is greater. No subcontractor shall perform work in excess of the amount specified 2-3 SUBCONTRACTS of the SSPWC, without the written approval of the CITY. Bidder certifies that all reasonable steps have been taken to ensure that Disadvantaged Business Enterprises (as defined in these bid documents) have had the opportunity to compete for work under this bid/contract. All subcontracts are required to comply with Federal requirements delineated herein.

Each subcontractor shall possess a valid Department of Industrial Relations registration number.

The Contractor is responsible to ensure that appropriate provisions are to be inserted in all subcontracts to bind subcontractors to the contract requirements as contained herein.

Each subcontractor must agree to comply with all applicable Federal, State, and local requirements, in addition to those set forth in this section.

All subcontracts in excess of \$10,000 shall include, or incorporate by reference, the equal opportunity clause of Executive Order 11246.

All subcontracts must contain a nondiscrimination clause.

Each subcontractor must have a DIR Registration No. submit each week payroll records and a weekly statement of compliance. These documents should be submitted to the prime Contractor.

A10 STATEMENT REGARDING INSURANCE COVERAGE

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in the **Contract**.

Should Bidder be awarded the contract for the work, the undersigned further certifies that Bidder can meet all of these specification requirements for insurance including insurance coverage of his/her subcontractors.

NAME OF BIDDER: _____

MAILING ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

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A11 STATEMENT REGARDING THE CONTRACTOR'S LICENSING LAWS

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business & Professions Code § 7028.15:

a) **It is a misdemeanor for any person to submit a bid to a public agency and engage in the business or act in the capacity of a contractor within this state without having a license therefore, except in any of the following cases:**

(1) The person is particularly exempted from this chapter.

(2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.

b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.

d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.

e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.**

f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.

g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the Agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

CONTRACTOR LICENSE NO.: _____

LICENSE EXPIRATION DATE: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

A12 NON-COLLUSION AFFIDAVIT (CONTRACTOR)

[Title 23 United States Code § 112]
[Public Contract Code § 7106]

State of California)
County of Santa Barbara) ss.

_____ being first duly sworn, deposes and says that he

or she is _____
(sole owner, partner, president, secretary, etc.)

of _____

the party submitting a bid for a contract covering _____

(describe the nature of contract)
the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly, colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his/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.

AUTHORIZED SIGNATURE: _____

TITLE: _____

Subscribed and sworn to before me on _____, 20____.

NOTARY PUBLIC: _____

(SEAL)

END OF SECTION

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SECTION B CONTRACT INFORMATION & DOCUMENTS

IMPORTANT NOTICE

Forms B1 and B3 do not need to be complete at the time of bid submittal. It is required that the bidder to whom the contract is awarded completely fill out these documents and submit them within the time period specified. Item B2- Bidders bond shall be submitted at time of bid submittal.

- B1 - CONTRACT**
- B2 - CALIFORNIA BIDDERS BOND**
- B3 - CALIFORNIA PAYMENT BOND**

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CITY OF GREENFIELD



CONTRACT FOR

[Name of Contractor]

CITY OF GREENFIELD PAVEMENT MAINTENANCE PROJECT



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CONTRACTOR SERVICES AGREEMENT

FOR THE

CITY OF GREENFIELD

[NAME OF CONTRACTOR]

THIS AGREEMENT is made and entered into this ___ day of _____, 2016, by and between the City of Greenfield, a Municipal Corporation ("City") and [Name of Contractor], ("Contractor"), for the **CITY OF GREENFIELD PAVEMENT MAINTENANCE PROJECT** ("Project"). City and Contractor agree as follows:

1. SCOPE OF SERVICES

Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services as set forth in Exhibit A, entitled "Scope of Services," attached hereto and incorporated herein by reference, as requested by the City. This Agreement and its exhibits shall be collectively known as the "Agreement." Terms set forth in any section, part, or exhibit of this Agreement shall be deemed to be incorporated in all sections, parts, or exhibits of this Agreement as if set forth in full therein.

2. CHANGES TO SCOPE OF SERVICES

- **CITY REQUEST.** The City may at any time, and from time to time, upon a minimum of ten (10) days written notice, modify the scope of services to be provided under this Agreement. Contractor shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify the City in writing.
- **APPROVAL OF CHANGES.** Upon agreement between the City and Contractor of such change in scope, including any increase or decrease in the amount of Contractor's compensation and/or changes in the schedule or time of performance, an amendment to this Agreement shall be prepared describing such changes. Any increase in the amount of Contractor's compensation and/or changes in Exhibit A and/or Exhibit B must be approved in advance by the City Manager, and if the increase in compensation exceeds \$25,000.00, the change shall also be approved by the City of Greenfield City Council.



3. COMPENSATION

- TERMS. Compensation to the Contractor shall be as set forth in Exhibit B, attached hereto and incorporated herein by reference.
- NO PAY FOR ADDITIONAL SERVICES WITHOUT WRITING. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services or providing work pursuant to this Agreement unless this Agreement is modified by a properly executed change order or amendment prior to the time any such additional expense or cost is incurred by Contractor. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by the City and Contractor at the time City's express written authorization signed by the City Manager, or the City Manager's designee, is given to Contractor for the performance of said services.
- PAYMENT. Amounts due to Contractor from City for services rendered shall be evidenced by the submission to City by Contractor of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered. All such invoices shall be in full accordance with any and all applicable provisions of this Agreement. City will make payment on each such invoice within thirty (30) days of its receipt, provided, however, that if Contractor submits an invoice which is incorrect, incomplete, or not in accordance with the provisions of this Agreement, then City shall not be obligated to process any payment to Contractor until a correct and complying invoice has been submitted.
- DISALLOWED EXPENDITURE. An expenditure which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the City by the Contractor. Absent fraud or mistake on the part of the City, the determination by the City of the allowability of any expenditure shall be final.
- ADDITIONAL PERSONNEL. With the approval of City, Contractor may use and bill for additional personnel not specifically named in this Agreement, except such use shall not exceed the amount of compensation named herein without the express written consent of City in accordance with the requirements of this Agreement.

4. TIME OF PERFORMANCE

The services of Contractor are to commence upon execution of this Agreement by City, and shall be undertaken and completed in a prompt and timely manner, in accordance with the Scope of Work referenced in Exhibit A. Except as provided in Sections 12 below, this Agreement shall terminate no later than [insert date], unless extended by the mutual agreement of both parties.

5. RESPONSIBILITY OF CONTRACTOR

By executing this Agreement, Contractor warrants to City that Contractor possesses, or will arrange to secure from others, all of the necessary professional, technical, and trade capabilities, experience, resources, staffing, and facilities necessary to provide to City the services contemplated under this Agreement. Contractor further warrants that it and its



employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions or trades and will maintain same during the term of this Agreement. In addition to the foregoing, Contractor and any subcontractor providing services under this Agreement shall obtain and maintain during the term of this Agreement a valid Business License issued by City.

6. RESPONSIBILITY OF CITY

The City hereby agrees to:

- Assist Contractor by placing at its disposal all available information pertinent to the Project, including previous reports, studies, drawings, specifications, and other relevant data or documents.
- Guarantee access to and make all provision for Contractor to enter upon public and private property as required for Contractor to perform its services required by this Agreement.
- Examine all studies, reports, drawings, specifications, proposals and other documents prepared and presented by Contractor, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the progress of the work by Contractor.
- Designate in writing a person to act as City's representative with respect to work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems pertinent to Contractor's services.

7. INSPECTION OF WORK, CORRECTION

The City shall have the right to inspect any work or services performed hereunder to verify that the work or services are being and/or have been performed in accordance with the applicable federal, state and local requirements and this Agreement. The Contractor shall correct all work or services found by such inspections not to conform to the applicable requirements. The City will withhold payment to the Contractor and any subcontractor, respectively, until it is so corrected.

8. INDEPENDENT CONTRACTOR

- Contractor enters into this Agreement as, and shall at all times remain as to the City, an independent contractor and not as an employee of the City. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. Any persons employed by Contractor for the performance of services pursuant to this Agreement shall remain employees of Contractor, shall at all times be under the direction and control of Contractor, and shall not be considered employees of City. All persons employed by Contractor to perform services pursuant to this Agreement shall be entitled solely to the right and privileges afforded to Contractor employees and shall not be entitled, as a result of providing services hereunder, to any additional rights or privileges that may be afforded to City employees.



- Contractor shall be solely responsible for the conduct and control of the work performed under this Agreement, for supervising the services and work provided under this Agreement, hiring of personnel, establishing standards of performance, assignment of personnel, determining and affecting discipline, determining required training, maintaining personnel files, and other matters relating to the performance of services and control of personnel. The City may use any reasonable means to monitor performance and the Contractor shall comply with the City's request to monitor performance.

- Contractor shall be free to render work and services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Contractor's ability to fulfill the obligations established herein to City.

9. PROVISION OF LABOR, EQUIPMENT AND SUPPLIES

- CONTRACTOR PROPERTY. Contractor shall furnish all necessary labor, supervision, equipment, communications facilities, and supplies necessary to perform the services required by this Agreement except as set forth in Exhibit D. City acknowledges that all equipment and other tangible assets used by Contractor in providing these services are the property of Contractor and shall remain the property of Contractor upon termination of this Agreement.

- SPECIAL SUPPLIES. City shall be responsible for supplying any special supplies, stationary, notices, forms or similar items that it requires to be issued with a City logo. All such items shall be provided at City's sole cost and expense.

10. APPROVAL OF SUBCONTRACTORS AND KEY PERSONNEL

The staff and subcontractors specified in Exhibit C, entitled "Listing of Subcontractors and Key Personnel," attached hereto and incorporated herein by reference, shall provide the services set forth herein, and shall be the subcontractors and persons primarily in charge of and responsible for performing such work. Contractor shall notify City of any changes in Contractor's staff or subcontractors to be assigned to perform the services required under this Agreement and shall obtain the approval of the City prior to any such changes.

11. TERMINATION AND SUSPENSION

- TERMINATION FOR CONVENIENCE. The City, upon thirty (30) days written notice, may, in its sole discretion, terminate this Agreement at any time for convenience, and without cause. In the event of such termination, Contractor shall be entitled to compensation for all necessarily and reasonably incurred expenses and costs for services rendered and work performed for City under the terms of this Agreement to the date of termination.

- TERMINATION FOR CAUSE. The City may terminate this Agreement and be relieved of any payments to Contractor hereunder should the Contractor negligently or willfully fail to perform the requirements of this Agreement at the time and in the manner herein provided. The City shall provide written notice of such termination for cause to the Contractor, and the Contractor shall stop all work and services provided under this



Agreement on the date and under the terms specified in such written notice of termination. Such termination shall not, however, take effect until Contractor has been given a ten-day (10) opportunity to cure any such default in the performance of duties under this Agreement. In the event Contractor is unable or refuses to cure the breach or default within the specified period, the City may proceed with the work in any manner deemed proper by the City. All costs to the City in terminating this Agreement and proceeding with the work as the City deems proper, shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand. If any balance due Contractor is insufficient to reimburse the City for its costs incurred hereunder, the Contractor shall pay to the City the amount of those remaining costs upon demand.

- TERMINATION UPON MUTUAL CONSENT. The City and Contractor may terminate this Agreement upon mutual consent upon such termination terms and conditions as the parties agree, including the effective date and in the case of partial termination, the portion to be terminated.

- OBLIGATIONS SURVIVE TERMINATION. Notwithstanding any termination of this Agreement, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Contractor, and the City may withhold any payments due to Contractor until such time as the exact amount of damages, if any, due the City from Contractor is determined. All of the indemnification, defense and hold harmless obligations in this Agreement shall survive termination.

- SUSPENSION. The City may order Contractor, in writing, to suspend, delay, or interrupt all or any part of the work under this Agreement for such reasonable period of time that City determines appropriate for the convenience of the City. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by the City, the costs of Contractor resulting from such unreasonable suspension, delay, or interruption (excluding profit), shall be allowed, and if this results in an increase in the total amount payable under this Agreement, this Agreement shall be modified in writing accordingly. However, no allowance of costs or adjustment to the amount payable under this Agreement shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Agreement.

- EFFECTS DURING SUSPENSION AND AFTER TERMINATION. Costs of Consultant resulting from obligations incurred by the Consultant during a suspension or after termination of this Agreement are not allowable unless the City expressly authorizes them in the notice of suspension or termination or subsequently. Other Consultant costs during suspension or after termination which are necessary and not reasonably avoidable are allowed if the costs resulting from obligations which were properly incurred by the Consultant before the effective date of suspension or termination, are not in anticipation of suspension or termination, in the case of a termination are noncancellable, and the costs would be otherwise allowable if this Agreement was not suspended or terminated.



12. ENFORCEMENT FOR NONCOMPLIANCE

• REMEDIES. If the Contractor materially fails to comply with any term or condition of this Agreement, the City may, at its sole discretion, take any of the following enforcement actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the Contractor.
2. Disallow all or part of the cost of the work, service, activity or action not in compliance.
3. Wholly or partly suspend or terminate this Agreement.
4. Withhold further payments to Contractor.
5. Take any other remedies that may be legally available.

• HEARINGS, APPEALS. In taking an enforcement action, the City will provide the Contractor an opportunity for a hearing, appeal or other administrative proceeding to which the Contractor is entitled under any statute or regulation applicable to the action involved.

13. DISPUTES

Should a dispute arise between the Contractor and City regarding any term, condition or provision of this Agreement, or any work or services provided by the Contractor hereunder, or whether the Contractor has or is performing its obligations as required hereunder, Contractor shall continue with its responsibilities under this Agreement during any such dispute, unless the City agrees, in writing, otherwise.

14. PROPERTY OF CITY

• MATERIALS PREPARED EXCLUSIVE PROPERTY OF CITY. Subject to the Patent and Copyright provisions of this Agreement, it is mutually agreed that all materials prepared by the Contractor under this Agreement are upon creation and shall be at all times the exclusive property of the City, and the Contractor shall have no property right therein whatsoever. City agrees that Contractor shall bear no responsibility for any reuse of the materials prepared by the Contractor if used for purposes other than those expressly set forth in this Agreement. Contractor shall not disseminate any information or reports gathered or created pursuant to this Agreement without the prior written approval of City including without limitation information or reports required by government agencies to enable Contractor to perform its duties under this Agreement and as may be required under the California Public Records Act excepting therefrom as may be provided by court order. Contractor will be allowed to retain copies of all deliverables to the City.

• CONTRACTOR TO DELIVER CITY PROPERTY. Immediately upon termination, or upon the request by the City, the City shall be entitled to, and the Contractor shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials and property of the City as may have been prepared or accumulated to said date by the Contractor in performing this Agreement. Contractor will be allowed to retain copies of all deliverables to the City.



15. CONFLICT OF INTEREST

Contractor covenants that neither it, nor any of its officers, principals, employees, agents or subcontractors, has or shall acquire during the term of this Agreement, any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way conflict in any manner with the Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Contract, Contractor shall take reasonable care to ensure that no person having any such interest shall be employed by it as an officer, principal, employee, agent or subcontractor without the express written consent of the City Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement. Contractor agrees to include language similar to this section in all contracts with subcontractors and agents for the work contemplated herein.

16. CONFIDENTIAL INFORMATION

All City information disclosed to Contractor and all materials prepared or assembled by Contractor pursuant to performance of this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties without the prior written approval of the City, except by court order.

17. COOPERATION

City and Contractor shall promptly notify the other party should Contractor or City or their officials, officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed hereunder. City and Contractor each retains the right, but has no obligation, to be present at any deposition, hearing or similar proceeding. Contractor and City agree to cooperate fully with the other party and to provide the other party with the opportunity to review any response to discovery requests provided by Contractor or City. However, City's and Contractor's right to review any such response does not imply or mean the right to control, direct, or rewrite said response.

18. COMPLIANCE WITH LAW

A. The Contractor and each of its subcontractors shall comply with all applicable local, state and federal laws, regulations and requirements that pertain to, among others, construction, health and safety, labor standards, fair employment practices, equal opportunity, immigration and naturalization, nondiscrimination, housing and building codes, and all other matters applicable to the City, its contractors or subcontractors, including but not limited to the state and federal provisions set forth herein and in Exhibit F and Exhibit G. Should the City be fined or have sanctions imposed upon it because of Contractor's or its subcontractor's failure to comply with such requirements, Contractor shall reimburse the City for the cost of all such fines or sanctions imposed, together with any and all costs, including without limitation attorney fees, incurred by the City in connection therewith.

B. If Contractor becomes aware of a conflict between such laws, regulations or requirements, Contractor shall notify City, in writing, of such conflict, and City and Contractor shall work together cooperatively to resolve the conflict. Under such circumstances, Contractor shall not be liable to City for any fines or sanctions resulting from Contractor's or its subcontractor's failure to comply with such requirements.



19. NON-DISCRIMINATION, NON-PREFERENTIAL TREATMENT

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate against or grant preferential treatment to any employee or applicant for employment because of race, religion, creed, color, national origin, ethnicity, citizenship, disability (mental or physical), age, marital or parental status, genetic information, sex, sexual orientation, gender, gender identification, or any other characteristic protected under applicable federal or state law. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, creed, color, national origin, ethnicity, national origin, gender, sex, sexual orientation, gender identification, age, or disability. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor shall comply to the fullest extent required by law, with all applicable local, state, and federal laws relating to nondiscrimination and preferential treatment. Contractor shall include these nondiscrimination, preferential treatment, and compliance provisions in all subcontracts to perform work or provide services under this Agreement.

20. PREVAILING WAGES

A. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Contractor shall ensure that the prevailing wage requirements of California Labor Code, Chapter 1, commencing with Section 1720, Part 7 [California Labor Code Section 1720-1743] (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

B. For the purposes of this requirement, "construction work" includes but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements. Where the construction contract will be between the City and a licensed building contractor, the City shall serve as the "awarding body" as that term is defined in the Labor Code. Where the City will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the City may require a certification from the awarding body that prevailing wages have been or will be paid.

21. ASSIGNMENT AND SUBSTITUTION

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. Contractor shall not assign, transfer or substitute any interest in this Agreement without the prior written consent of the City, which shall not be unreasonably withheld, and any attempt by Contractor to so assign, transfer or substitute this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect. However, claims for money due or to become due Contractor from the City under this Agreement may be assigned to a financial institution,



but only with prior written consent of the City. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City. The rights and benefits under this agreement are for the sole and exclusive benefit of the City and this Agreement shall not be construed that any third party has an interest in this Agreement.

22. SUBCONTRACTING

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City. Contractor shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor. Subcontracts, if any, shall contain a provision making them subject to all provisions contained in this Agreement.

23. LIABILITY OF CONTRACTOR

Contractor shall be responsible for performing the work under this Agreement in a manner which is consistent with the generally accepted standards of Contractor's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Contractor or its employees, agents, contractors or subcontractors.

24. INDEMNIFICATION

- INDEMNIFICATION FOR PROFESSIONAL LIABILITY. When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, defend with counsel approved by City, and hold harmless City and any and all of its officers, officials, employees and agents from and against any and all loss, liability, damage, cost and expense (including without limitation, attorney fees, expert fees, court costs, interest, and all other costs and fees of litigation or defense) of every nature arising out of or in connection Contractor's sole negligence, recklessness, or willful misconduct of Contractor, its officers, agents, employees or subcontractors hereunder or its or their failure to comply with any of its or their obligations contained in this Agreement. With respect to the design of public improvements, the Contractor shall not be liable for any injuries or property damage resulting from the reuse of the design on a project other than the subject of this Agreement without the written consent of the Contractor.
- INDEMNIFICATION FOR OTHER THAN PROFESSIONAL LIABILITY. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend with counsel approved by City, and hold harmless City and any and all of its officers, officials, employees and agents from and against any and all loss, liability, damage, cost and expense (including without limitation, attorney fees, expert fees, interest, and all other costs and fees of litigation or defense) of every nature (including but not limited to court proceedings, arbitration proceedings, regulatory proceedings, or administrative proceedings) arising out of or in connection Contractor's sole negligence, recklessness, or



willful misconduct of Contractor, its officers, agents, employees or subcontractors hereunder or its or their failure to comply with any of its or their obligations contained in this Agreement.

- **GENERAL INDEMNIFICATION.** Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth herein for each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible to City according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify, defend, and hold harmless City as set forth herein is binding on the successor, assigns or heirs of Contractor and shall survive the termination of this Agreement.

- **INDEMNITY LIMITATION.** Without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to defend, indemnify and hold harmless City of liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

25. INSURANCE

Contractor shall have and maintain the insurance policies set forth in Exhibit E, entitled "Insurance Requirements," attached hereto and incorporated herein by reference. All policies, endorsements, certificates and/or binders shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by City. The insurance policies required herein shall be maintained by the Contractor, at its sole expense, for the time specified in Exhibit E. A lapse in any required insurance coverage during the term of this Agreement shall be a breach of this Agreement.

26. RECORDS

Contractor shall maintain all books, records, documents, drawings, specifications, accounting ledgers, payroll and labor costs, and similar materials relating to work performed for City under this Agreement on file for at least five (5) years following the date of final payment to Contractor by City, or as otherwise specified herein. Any duly authorized representative(s) of City shall have free access to such documents and records for the purpose of inspection, audit and copying at all reasonable times, during Contractor's usual and customary business hours. Contractor shall provide proper facilities to City's representative(s) for access and inspection.

27. PATENT, COPYRIGHT

If this Agreement results in any work or materials, including but not limited to discovery by or invention, writing, data or document developed by the Contractor in the course of or under this Agreement, that is or may be copyrightable or patentable, the Contractor may retain the entire



right, title, and interest therein (patent or copyright as the case may be). With respect to any such patent or copyright interest, the City shall have a royalty-free, nonexclusive, irrevocable and paid-up license to reproduce, publish or otherwise use and to authorize others to use for governmental purposes any such work or materials.

28. LOSS LEADER

It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in section 17030 of the Business and Professions Code.

29. EXHIBITS INCORPORATED

All Exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference.

30. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the parties relative to the matters contained herein. There are no understandings, agreements, conditions, representations, warranties or promises, whether oral or written, with respect to this Agreement, except those contained in or referred to in this Agreement. This Agreement supersedes all prior understandings, agreements, courses of conduct, prior dealings among the parties and documentation of any kind without limitation.

31. AMENDMENT

This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by each of the parties. The parties agree that this requirement for written modification cannot be waived and any attempted waiver shall be void.

32. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

33. WAIVER

The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter. Waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver of any other condition of performance under this Agreement. The acceptance by the City of the performance of any work or services by Contractor shall not be deemed to be a waiver of any term or condition of this Agreement.



34. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall continue to be in full force and effect. The invalidity, illegality or unenforceability of any provision of this Agreement shall not render the other provisions invalid, illegal or unenforceable.

35. NOTICES

All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if (1) personally delivered, (2) delivered via email, or (3) enclosed in a properly addressed envelope, postage prepaid, and deposited in a United States Post Office for delivery addressed to the parties as follows:

City: City of Greenfield
City Manager
P.O. Box 127
599 El Camino Real
Greenfield, CA 93927

Contractor: [CONTACT PERSON]
[Street Address]
[City, state and zip code]

Each party may change the address at which it gives notice by giving ten (10) days advance, written notice to the other party.

36. NOTICE TO PROCEED, PROGRESS, COMPLETION

Upon execution of this Agreement by the parties, City shall give Contractor written notice to proceed with the work. Such notice may authorize Contractor to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Contractor shall diligently proceed with the work authorized and complete it within the agreed time period.

37. INDEPENDENT INVESTIGATION

The Contractor agrees and hereby represents it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.



38. CONSTRUCTION AND INTERPRETATION

Contractor and City agree and acknowledge that the provisions of this Agreement have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Agreement shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Agreement.

39. MISTAKE OF FACT

Each party understands that if any fact with respect to any matter covered by this Agreement is found hereafter to be other or different from the facts now believed by that party to be true, such party expressly accepts and assumes the risk of such possible differences in fact and agrees that this Agreement shall be in all respects effective and not subject to termination or rescission by reason of any such difference in facts.

40. GOVERNING LAW

The City and Contractor agree that the laws of the State of California shall govern this Agreement. Any suit brought by either party against the other arising out of the performance of this Agreement shall be filed and maintained in the County of Monterey, federal diversity jurisdiction being expressly waived.

41. AUTHORITY TO EXECUTE

The person or persons executing this Contract on behalf of Contractor warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind Contractor to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month, and year first above written.

CITY OF GREENFIELD

[NAME OF CONTRACTOR]

By: _____
Susan A. Stanton, ICMA-CM
City Manager

By: _____
[Name]
[Title]

Approved as to form:

By: _____
Bradley W. Sullivan
City Attorney

Attest:
By: _____
Ann F. Rathbun, CMC
City Clerk



**CERTIFICATE OF COMPLIANCE
WITH LABOR CODE § 3700**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I have complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor Code §§1860, 1861.)

CONTRACTOR

[Insert Contractor Name]
[Name]
[Title]



EXHIBIT A
Scope of Work

The Scope of work is contained in the following documents, considered attachments to this Contract for Services:

1. Plans & Specifications for the **CITY OF GREENFIELD PAVEMENT MAINTENANCE PROJECT** as Prepared by **MNS Engineers, INC** Dated _____, including all issued addendums.
2. All provisions of this Contract.
3. All requirements required under the ATP Grant Program, the funding grant for this project, as described herein.



EXHIBIT B
Compensation and Method of Payment

Base Services – Unit Price Contract. City hereby agrees to pay Contractor a Unit Price Contract amount of _____ DOLLARS (\$_____) for the Base Services as identified in Exhibit A, and as further broken down by Bid items in the Bid Sheet on the Contractor's Proposal. Contractor shall invoice City based on a percent completion basis of each task identified in the Base Services of Exhibit A based on the following cost allocation by task. Reallocation of funds from one task to another shall be by written amendment to this Agreement only (Approved Contract Change Order).



EXHIBIT C
Listing of Subcontractors and Key Personnel

As described in the Contractor's Proposal



EXHIBIT D
Items Provided by City

Not Applicable



EXHIBIT E
Insurance Requirements

Contractor shall procure and maintain for the duration of the contract and for two years thereafter insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), or if no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$2,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Builder's Risk (for construction contracts only) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. Surety Bonds as described below (for construction contracts only).
6. Professional Liability (Errors and Omissions), appropriate to the Contractor's profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
7. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (for construction contracts only) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.



Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and authorized volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and authorized volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and authorized volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

Builder's Risk (Course of Construction) Insurance (for construction contracts only)

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:



-
42. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
 43. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 44. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date or start of work date, the Contractor must purchase "extended reporting" period coverage for a minimum of five (5) years after completion of contract work.
 45. A copy of the claims reporting requirements must be submitted to the City for review.
 46. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, provided such waiver of subrogation endorsement is commercially available, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors



Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Surety Bonds (for construction contracts only)

Contractor shall provide the following Surety Bonds or Guarantees:

1. Bid Guarantee – Equal to five percent (5%) of the proposed contract amount in form of bid bond, certified check, or other negotiable instrument as assurance that the bidder shall, upon acceptance of its bid, execute such contractual documents as may be required within the time specified.
2. Performance Bond – Equal to 100 percent of the contract amount executed in connection with the contract to secure fulfillment of all the contractor's obligations under such contract.
3. Payment Bond – Equal to 100 percent of the contract amount executed in connection with the contract to ensure payment as required by law of all persons supplying labor and material in the execution of the work provided for under such contract.
4. Maintenance Bond – Equal to ten percent (10%) of the contract amount executed in connection with the contract to maintain and keep in good repair for a period of two years the improvements provided for under such contract. If the Performance Bond or other warranty provides for a two year or longer warranty period for any item or improvement, a separate Maintenance Bond is not required for any such item or improvement.

Any bonds provided under this Agreement shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT F

Special Funding or Grant Requirements

The Contractor shall, in addition to all other requirements of this contract, provide and perform the following:

NOT APPLICABLE

EXHIBIT G
Federal Procurement Requirements

NOT APPLICABLE

SECTION B – Bonding Requirements
Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Bid bond
2. Performance bond
3. Payment bond
4. Maintenance bond (Not Applicable This Contract)

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California

B2 CALIFORNIA BIDDER'S BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ hereinafter called the PRINCIPAL, and _____

_____ a corporation duly organized under the laws of the State of _____.

having its principal place of business at _____
_____ in the State of _____.

And authorized to do business in the State of California (hereinafter called the SURETY). As SURETY, are held and firmly bound unto _____

Hereinafter called the OBLIGEE, in the sum of _____
_____ Dollars (\$ _____)

for the payment of which we bind ourselves, the said PRINCIPAL and the said SURETY, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for

said Bid Proposal, by reference thereto, being hereby made a part hereof.

Now, therefore, if said Bid Proposal shall be rejected, or in the alternate, if said Bid Proposal shall be accepted by the OBLIGEE and the PRINCIPAL shall sign and deliver a Contract, in the form of Contract attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto (all completed in accordance with said Bid Proposal), and shall in all other respects perform the agreement created by the acceptance of said Bid Proposal, or in the event of the failure of the PRINCIPAL to enter into such Contract and give such bond, if the PRINCIPAL shall pay to the OBLIGEE the difference, not to exceed the penalty hereof, between the amount specified in said Bid Proposal and the amount for which OBLIGEE may legally contract with another party to perform the work covered by said Bid Proposal, if the latter amount be in excess of the former.

Then, this obligation shall be null and void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the SURETY for any and all default of the PRINCIPAL hereunder shall be the amount of this obligation as herein stated.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its Bond shall be in no way impaired or affected by any extension of the time within which the OBLIGEE may Accept such Bid Proposal, and said SURETY does hereby waive notice of any such extension.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed and sealed this _____ day of _____ J 20_____.

Principal

By _____

SURETY

By _____
Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

Total amount of premium charged \$ _____.

END OF SECTION

B3 CALIFORNIA PAYMENT BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____

hereinafter called the PRINCIPAL, and _____

a corporation duly organized under the laws of the State of _____.

hereinafter called the SURETY, and authorized to transact business within the State of California, as SURETY,

are held and firmly bound unto _____

as OWNER (Obligee), in the sum of:

_____ Dollars (\$ _____)

lawful money of the United States of America, for the payment of which, well and truly be made to the OWNER, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto, attached, with the OWNER, dated _____, 20_____, for

That, if said CONTRACTOR, or his heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or for any amounts required to be deducted, withheld, and paid over to the Unemployment Development Department with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor that the Surety or Sureties will pay for the same, in an aggregate amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the Court in accordance with Section 3250 of the Civil Code of the State of California.

That, this bond shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code of the State of California so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed and sealed this _____ day of _____ J 20_____.

CONTRACTOR

By _____(SEAL)

Attest

SURETY

By _____(SEAL)

Attest

APPROVED AS TO FORM: _____, 20_____

OWNER

The rate of premium on this bond is _____ per thousand.

Total amount of premium charged \$ _____.

END OF SECTION

SECTION C - GENERAL CONDITIONS

These General Conditions contain contractual-legal Articles that establish the requirements and conditions governing responsibility, policy, and procedures that apply during the construction and warranty period. This part of the Contract Documents is preprinted. Any modifications to the following Articles that are special to the project under consideration will be made in the Supplementary Conditions. Requirements and conditions that have special significance to the Contract for the contemplated work on this project are as set forth in the remaining sections of these Contract Documents.

C1 DEFINITIONS

Wherever in the Contract Documents the following terms are used, the intent and meaning shall be interpreted as follows:

1. AS APPROVED

The words "as approved", unless otherwise qualified, shall be understood to be followed by the words "by the Engineer".

2. AS SHOWN, AND AS INDICATED

The words "as shown" and "as indicated" shall be understood to be followed by the words "on the Drawings".

3. BIDDER

The person or persons, partnership, firm, or corporation submitting a Proposal for the work contemplated.

4. CONTRACT

The "Contract" is the written agreement covering the performance of the work and the furnishing of labor, materials, incidental services, tools, and equipment in the construction of the work. It includes supplemental agreements amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner. Supplemental agreements are written agreements covering alterations, amendments, or extensions to the Contract and include Contract Change Orders.

5. CONTRACT DOCUMENTS

The "Contract Documents" consist of the Bidding Requirements, Contract forms, Conditions of the Contract, the Specifications, and the Drawings, including all modifications thereof incorporated into the Documents before their execution, and including all other requirements incorporated by specific reference thereto. These form the Contract.

6. CONTRACTOR

The person or persons, partnership, firm, or corporation who enters into the Contract awarded him by the Owner.

7. DAYS

Unless otherwise specifically stated, the terms "days" will be understood to mean calendar days.

8. DRAWINGS

The term "Drawings" refers to the official Drawings, profiles, cross sections, elevations, details, and other working drawings and supplementary drawings, or reproductions thereof, signed by the Engineer, which show the locations, character, dimensions, and details of the work to be performed. Drawings may either be bound in the same book as the balance of the Contract Documents or bound in separate sets, and are a part of the Contract Documents, regardless of the method of binding.

9. ENGINEER

The person or organization identified as such in the Contract Documents. The term "Engineer" means the Engineer or his authorized representative.

10. NOTICE

The term "notice" or the requirement to notify, as used in the Contract Documents or applicable state or federal statutes, shall signify a written communications delivered in person or by certified or registered mail to the individual, or to a member of the firm, or to an officer of the corporation for whom it is intended. Certified or registered mail shall be addressed to the last business address known to him who gives the notice.

11. OR EQUIVALENT

The term "or equivalent" (or the term "or equal") shall be understood to indicate that the "equivalent" product is the same or better than the product named in function, performance, reliability, quality, and general configuration. Determination of equality in reference to the project design requirements will be made by the Engineer. Such "equivalent" products shall not be purchased or installed by the Contractor without the Engineer's written approval.

12. OWNER

The person, organization, or public body identified as such in the Contract Documents.

13. PLANS (See DRAWINGS)

14. SPECIFICATIONS

The term "Specifications" refers to the terms, provisions, and requirements contained herein. Where standard specifications, such as those of ASTM, AASHTO, etc., have been referred to, the applicable portions of such standard specifications shall become a part of these Contract Documents.

15. SUBSTANTIAL COMPLETION

"Substantial completion" shall be that degree of completion of the project or a defined portion of the project, sufficient to provide the Owner, at his discretion, the full-time use of the project or defined portion of the project for the purposes for which it was intended.

16. WORK

The word "work" within these Contract Documents shall include all material, labor, tools, and all appliances, machinery, transportation, and appurtenances necessary to perform and complete the Contract, and such additional items not specifically indicated or described which can be reasonably inferred as belonging to the item described or indicated and as required by good practice to provide a

complete and satisfactory system or structure. As used herein, "provide" shall be understood to mean "provide complete in-place", that is, "furnish and install".

C2 CONTRACT DOCUMENTS

17. INTENT OF CONTRACT DOCUMENTS and CONTRACT AWARD

The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intent of the Documents is to include all work (except specific items to be furnished by the Owner) necessary for completion of the Contract. Materials or worked described in words which so applied have a well known technical and trade meaning shall be held to refer to such recognized standards.

The right is reserved to reject any or all proposals.

The award of the contract, if it be awarded, will be to the lowest responsible and responsive Bidder, determined as provided on the Bid Proposal form, whose proposal complies with all the requirements prescribed. Such award, if made, will be made within the number of days stated in the proposal form.

18. DISCREPANCIES AND OMISSIONS

Any discrepancies or omissions found in the Contract Documents shall be reported to the Engineer immediately. The Engineer will clarify discrepancies or omissions, in writing, within a reasonable time.

In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

- A. CONTRACT
- B. SUPPLEMENTARY CONDITIONS
- C. INSTRUCTIONS TO BIDDERS
- D. GENERAL CONDITIONS
- E. SPECIFICATIONS
- F. DRAWINGS

Figure dimensions on Drawings shall take precedence over scale dimensions; detailed Drawings shall take precedence over general Drawings.

19. ALTERATIONS

The Owner, without invalidating the Contract, may order changes in the work within the general scope of the Contract by altering, adding to, or deducting from the work, the Contract being adjusted accordingly. All such work shall be executed under the conditions of the original Contract, except as specifically adjusted at the time of ordering such change.

In giving instructions, the Engineer may order minor changes in the work not involving extra cost and not inconsistent with the purposes of the project, but otherwise, except in an emergency endangering life or property, additions or deductions from the work shall be performed only in pursuance of an approved Change Order from the Owner, signed or countersigned by the Engineer, or a Change Order from the Engineer stating that the Owner has authorized the deduction, addition, or change, and no claim for additional payment shall be valid unless so ordered.

If the work is reduced by alterations, such actions shall not constitute a claim for damages based on loss of anticipated profits.

20. VERIFICATION OF CONTRACT DOCUMENTS

The Contractor shall thoroughly examine and become familiar with all of the various parts of these Contract Documents and determine the nature and location of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. Failure to make an examination necessary for this determination shall not release the Contractor from the obligations of this Contract. The Contractor warrants that no verbal agreement or conversation with any officer, agent, or employee of the Owner, or with the Engineer either before or after the execution of this Contract, has affected or modified any of the terms or obligations herein contained.

21. DOCUMENTS TO BE KEPT ON THE JOBSITE

The Contractor shall keep one copy of the Contract Documents on the jobsite, in good order, available to the Engineer and to his representatives.

22. ADDITIONAL CONTRACT DOCUMENTS

The Engineer will furnish to the Contractor on request and free of charge, six copies of the Contract Documents and six sets of full-size Drawings. Additional copies of Contract Documents or Drawings may be obtained on request by paying the actual cost of reproducing the Contract Documents or Drawings.

23. OWNERSHIP OF DRAWINGS

All Drawings, Plans, Specifications, and copies thereof furnished by the Engineer are his property. They are not to be used on other work and, with the exception of the signed Contract set, are to be returned to him on request at the completion of the work. Any reuse of these materials without specific written verification or adaptation by the Engineer will be at the risk of the user and without liability or legal expense to the Engineer.

C3 THE ENGINEER

24. AUTHORITY OF THE ENGINEER

The Engineer shall be the Owner's representative during the construction period. His authority and responsibility shall be limited to the provisions set forth in these Contract Documents. The Engineer shall have the authority to reject work and materials whenever such rejection may be necessary to ensure execution of the Contract in accordance with the intent of the Contract Documents.

25. DUTIES AND RESPONSIBILITIES OF THE ENGINEER

The Engineer will make periodic visits to the site of the project to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents. He shall not be required to make comprehensive or continuous inspections to check quality or quantity of the work, and he shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. Visits and observations made by the Engineer shall not relieve the Contractor of his obligation to conduct comprehensive inspections of the work and to furnish materials and perform acceptable work, and to provide adequate safety precautions, in conformance with the intent of the Contract.

The Engineer will make decisions, in writing, on all claims of the Owner or the Contractor arising from interpretation or execution of the Contract Documents. Such decisions shall be necessary before the Contractor can receive additional money under the terms of the Contract. Changes in work ordered by the Engineer will be made in compliance with Article ALTERATIONS.

One or more inspectors may be assigned to observe the work and to act in matters of construction under this Contract. It is understood that such inspectors shall have the power to issue instructions and make decisions within the limitations of the authority of the Engineer. Such inspection shall not relieve the Contractor of his obligations to conduct comprehensive inspections of the work and to furnish materials and perform acceptable work, and to provide adequate safety precautions, in conformance with the intent of the Contract.

26. REJECTED MATERIAL

Any material condemned or rejected by the Engineer or his authorized inspector because of nonconformity with the Contract Documents shall be removed at once from the vicinity of the work by the Contractor at his own expense, and the same shall not be used on the work.

27. UNNOTICED DEFECTS

Any defective work or material that may be discovered by the Engineer before the final acceptance of work, or before final payment has been made, or during the guarantee period, shall be removed and replaced by work and materials which shall conform to the provisions of the Contract Documents. Failure on the part of the Engineer to condemn or reject bad or inferior work or materials shall not be construed to imply acceptance of such work or materials. The Owner shall reserve and retain all of its rights and remedies at law against the Contractors and its Surety for correction of any and all latent defects discovered after the guarantee period.

28. RIGHT TO RETAIN IMPERFECT WORK

If any part or portion of the work done or materials furnished under this Contract shall prove defective and not in accordance with the Drawings and Specifications, and if the imperfection in the same shall not be of sufficient magnitude or importance as to make the work dangerous or unsuitable, or if the removal of such work will create conditions which are dangerous or undesirable, the Owner shall have the right and authority to retain such work but shall make such deductions in the final payment therefore as may be just and reasonable.

29. LINES AND GRADES

Lines and grades shall be established as provided in the Supplementary Conditions. All stakes, marks, and other information shall be carefully preserved by the Contractor, and in case of their careless or unnecessary destruction or removal by him or his employees, such stakes, marks, and other information will be replaced by the Engineer at the Contractor's expense.

30. SHOP DRAWING SUBMITTAL PROCEDURE

The Contractor shall submit, in quintuplicate, to the Engineer for his review, such shop drawings, electrical diagrams, and catalog cuts for fabricated items and manufactured items (including mechanical and electrical equipment) required for the construction. Shop drawings shall be submitted in sufficient time to allow the Engineer not less than 20 regular working days for examining the shop drawings.

These shop drawings shall be accurate, distinct, and complete, and shall contain all required information, including satisfactory identification of items, units, and assemblies in relation to the Contract Drawings and Specifications.

Unless otherwise approved by the Engineer, shop drawings shall be submitted only by the Contractor, who shall indicate by a signed stamp on the shop drawings, or other approved means, that he (the Contractor) has checked the shop drawings, and that the work shown is in accordance with Contract

requirements and has been checked for dimensions and relationship with work of all other trades involved.

The practice of submitting incomplete or unchecked shop drawings for the Engineer to correct or finish will not be acceptable, and shop drawings which, in the opinion of the Engineer, clearly indicate that they have not been checked by the Contractor will be considered as not complying with the intent of the Contract Documents and will be returned to the Contractor for resubmittal in the proper form.

When the shop drawings have been reviewed by the Engineer, two sets of submittals will be returned to the Contractor appropriately stamped. If major changes or corrections are necessary, the shop drawing may be rejected and one set will be returned to the Contractor with such changes or corrections indicated, and the Contractor shall correct and resubmit the shop drawings in quadruplicate, unless otherwise directed by the Engineer. No changes shall be made by the Contractor to resubmitted shop drawings other than those changes indicated by the Engineer, unless such changes are clearly described in a letter accompanying the resubmitted shop drawings.

The review of such shop drawings and catalog cuts by the Engineer shall not relieve the Contractor from responsibility for correctness of dimensions, fabrication details, and space requirements, or for deviations from the Contract Drawings or Specifications, unless the Contractor has called attention to such deviations in writing by a letter accompanying the shop drawings and the Engineer approves the change or deviation in writing at the time of submission; nor shall review by the Engineer relieve the Contractor from the responsibility for errors in the shop drawings. When the Contractor does call such deviations to the attention of the Engineer, the Contractor shall state in his letter whether or not such deviations involve any deduction or extra cost adjustment.

Submittals that include shop drawings required for this project include concrete mix design, asphalt concrete mix design, sign schedule and vendor information, fence information, striping/legend paint, detailed traffic control sketches for each location.

31. DETAIL DRAWINGS AND INSTRUCTIONS

The Engineer will furnish, with reasonable promptness, additional instructions by means of Drawings or otherwise, if, in the Engineer's opinion, such are required for the proper execution of the work. All such Drawings and instructions will be consistent with the Contract Documents, true developments thereof, and reasonable inferable therefrom.

C4 THE CONTRACTOR AND HIS EMPLOYEES

32. CONTRACTOR, AN INDEPENDENT AGENT

The Contractor shall perform all work under this Contract as an Independent Agent and shall not be considered as an agent of the Owner, nor shall the Contractor's subcontractors or employees be subagents of the Owner.

33. SUBCONTRACTING

The Contractor shall not employ any subcontractors that are not properly licensed. Changes of subcontractors listed with the Proposal shall be made only with the approval of the Owner.

The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner.

34. INSURANCE AND LIABILITY

SEE EXHIBIT E

35. INDEMNITY

SEE EXHIBIT E

36. TAXES AND CHARGES

The Contractor shall pay all state and local sales and use taxes on items, and in a manner as required by the laws and statutes of the State of California and its political subdivisions. The Contractor shall withhold and pay any and all withholding taxes, whether State or Federal, and pay all Social Security charges and also all State Unemployment Compensation charges, and pay or cause to be withheld, as the case may be, any and all taxes, charges, or fees, or sums whatsoever, which are now or may hereafter be required to be paid or withheld under any laws.

37. ORDINANCES, PERMITS, AND LICENSES

The Contractor shall keep himself fully informed of all local ordinances, as well as state and federal laws, which in any manner affect the work herein specified. The Contractor shall at all times comply with said ordinances, laws, and regulations, and protect and indemnify the Owner and its officers and agents against any claim or liability arising from or based on the violation of any such laws, ordinances, or regulations. All permits, licenses, and inspection fees necessary for prosecution and completion of the work shall be secured and paid for by the Contractor, unless otherwise specified.

38. SUPERINTENDENCY

The Contractor shall keep on the work, during its progress, competent supervisory personnel. 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. The Contractor shall give efficient supervision to the work, using his best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, and procedures, and for providing adequate safety precautions and coordinating all portions of the work under Contract.

39. RECEPTION OF ENGINEER'S DIRECTIONS

The superintendent, or other duly authorized representative of the Contractor, shall represent the Contractor in all directions given to him by the Engineer. Such directions of major importance will be confirmed in writing. Any direction will be so confirmed, in each case, on written request from the Contractor.

40. SANITATION

Sanitary conveniences conforming to state and local codes shall be erected and maintained by the Contractor at all times while workers are employed on the work. The sanitary convenience facilities shall be as approved by the Engineer.

41. EMPLOYEES

The Contractor shall employ only competent, skillful workers to do the work, and whenever any person shall appear to be incompetent or to act in a disorderly or improper manner, such person shall be removed from the work. SEE CONTRACT

42. REQUIREMENTS OF CALIFORNIA LAW FOR PUBLIC CONTRACTS

When the Contract Documents concern public works of the state or any county, municipality, or political subdivision created by its laws, the applicable statutes of the State of California shall apply. All parties to this Contract shall determine the contents of all applicable statutes and comply with their provisions throughout the performance of the Contract.

A. APPRENTICES

Section 1773.3 of the California Labor Code requires the Owner to notify the Division of Apprenticeship Standards of award of public work contracts which fall within the jurisdiction of Section 1777.5 of the Labor code.

The Contractor's attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq concerning employment of apprentices by the Contractor and his subcontractors. To insure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, the Contractor (and subcontractors) should, where some question exists, contact the Division of Apprenticeship Standards prior to commencement of the work. Responsibility for compliance with this paragraph 42A lies solely with the Contractor. The Owner's policy is to encourage the employment and training of apprentices on its construction contracts as may be permitted under local apprenticeship standards.

In general, Section 1777.5 requires that the Contractor and subcontractors follow specific procedures to determine the number of apprentices that must be employed and, under certain conditions, to contribute to funds established for administration of apprenticeship programs.

Excerpts from the California Labor Code and other information regarding the employment of apprentices on public work may be obtained from the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California or one of its branch offices.

B. LABOR DISCRIMINATION AND UNLAWFUL EMPLOYMENT PRACTICES

Attention is directed to the Section 1735 of the Labor Code which states:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the California Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for violation of this chapter."

Attention is also directed to Section 12940 of the California Government Code which, although not specifically concerned with public works contracts, enumerates unlawful employment practices applicable to all employers in the State of California.

C. HOURS OF LABOR

Eight hours' labor constitutes a legal day's work. The Contractor shall forfeit, as penalty to the Owner, \$25 for each workman employed in the execution of the Contract, by him or by

any subcontractor under him, for each calendar day during which any workman is required or permitted to labor more than 8 hours in violation of the provisions of the Labor Code and, in particular, Section 1810 to Section 1815 thereof, inclusive.

D. PREVAILING WAGES AND PAYROLL RECORDS

SEE CONTRACT.

E. ASSIGNMENT OF CLAIMS

California Government Code Section 4551 requires that the following provision be included in public works contracts:

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

F. TRENCH SAFETY PLAN

In accordance with Section 6705 of the California Labor Code, for trenches 5 feet or more in depth, the Contractor shall submit to and receive from the Owner the acceptance of a detailed plan showing design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazards of caving ground. Such plan shall be submitted at least 5 days before the Contractor intends to begin work on the trenches.

If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer.

Nothing herein shall be deemed to allow the use of shoring, sloping, or protective system less effective than that required by the Construction Safety Orders of the Division of Industrial Safety.

43. EXCAVATION OR TRENCHING PERMIT

For trenches or excavation 5 feet or deeper, the Contractor shall obtain from the Division of Industrial Safety a permit authorizing such construction.

44. SAFETY

The Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), the State Occupational Safety and Health Act, and all other applicable federal, state, county, and local laws, ordinances, codes, the requirements set forth below, and any regulations that may be detailed in other parts of these Documents. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth herein.

The Contractor shall develop and maintain for the duration of this Contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

The duty of the Engineer to conduct construction review of the Contractor's performance is not intended to include a review or approval of the adequacy of the Contractor's safety supervisor, the safety program, or any safety measures taken in, on, or near the construction site.

The Contractor, as a part of his safety program, shall maintain at his office or other well-known place at the jobsite, safety equipment applicable to the work as prescribed by the aforementioned authorities, all articles necessary for giving first-aid to the injured, and shall establish the procedure for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the jobsite.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Engineer and the Owner. In addition, the Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.

If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Engineer, giving full details and statements of witnesses.

If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.

45. CONTRACTOR'S TOOLS AND EQUIPMENT

The Contractor's tools and equipment used on the work shall be furnished in sufficient quantity and of a capacity and type that will safely perform the work specified, and shall be maintained and used in a manner that will not create a hazard to persons or property, or cause a delay in the progress of the work.

46. PROTECTION OF WORK AND PROPERTY

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Contract. The Contractor shall at all times safely guard and protect from damage his own work, and that of adjacent property (as provided by law and the Contract Documents). All passageways, guard fences, lights, and other facilities required for protection by state or municipal laws and regulations and local conditions, must be provided and maintained.

The Contractor shall protect his work and materials from damage due to the nature of the work, the elements, carelessness of other Contractors, or from any cause whatever until the completion and acceptance of the work. All loss or damages arising out of the nature of the work to be done under these Contract Documents, or from any unforeseen obstruction or defects which may be encountered in the prosecution of the work, or from the action of the elements, shall be sustained by the Contractor.

47. RESPONSIBILITY OF CONTRACTOR TO ACT IN EMERGENCY

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor shall act, without previous instructions from the Owner or Engineer, as the situation may

warrant. The Contractor shall notify the Engineer thereof immediately thereafter. Any claim for compensation by the Contractor, together with substantiating documents in regard to expense, shall be submitted to the Owner through the Engineer and the amount of compensation shall be determined by agreement.

48. MATERIALS AND APPLIANCES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work.

Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. The Contractor, shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

In selecting and/or approving equipment for installation in the project, the Owner and Engineer assume no responsibility for injury or claims resulting from failure of the equipment to comply with applicable national, state, and local safety codes or requirements, or the safety requirements of a recognized agency, or failure due to faulty design concepts, or defective workmanship and materials.

49. CONTRACTORS' AND MANUFACTURERS' COMPLIANCE WITH STATE SAFETY, OSHA, AND OTHER CODE REQUIREMENTS

The completed work shall include all necessary permanent safety devices, such as machinery guards and similar ordinary safety items required by the state and federal (OSHA) industrial authorities and applicable local and national codes. Further, any features of the work (including Owner-select equipment) subject to such safety regulations shall be fabricated, furnished, and installed in compliance with these requirements. Contractors and manufacturers of equipment shall be held responsible for compliance with the requirements included herein. Contractors shall notify all equipment suppliers and subcontractors of the provisions of this Article.

50. SEISMIC LOADING DESIGN PROVISIONS

Machinery, equipment, and components such as tanks, piping, and electrical panels, including their supports and anchorages, designed by manufacturers or suppliers, shall be designed in accordance with the provisions of the latest edition of the Uniform Building Code to withstand seismic loads in addition to other loads. Design shall be performed by a licensed professional engineer familiar with seismic design. Submittals shall be certified, by the Design Engineer, that designs are in conformance with the Uniform Building Codes and that all applicable loads, including seismic, have been designed for.

51. SUBSTITUTION OF MATERIALS

Except for Owner-selected equipment items, and items where no substitution is clearly specified, whenever any material, article, device, product, fixture, form, type of construction, or process is indicated or specified by patent or proprietary name, by name of manufacturer, or by catalog number, such specifications shall be deemed to be used for the purpose of establishing a standard of quality and facilitating the description of the material or process desired. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design, and shall be deemed to be followed by the words "or equivalent". The Bidder may, in such cases, for a period of not less than 35 days after award of the contract, submit complete data to the Engineer for consideration for another material, type, or process which shall be substantially equivalent in every respect to that so indicated or specified. Substitute materials shall not be used unless approved in writing. The Owner or his authorized agent will be the sole judge of the substituted article or material.

52. TESTS, SAMPLES, AND INSPECTIONS

The Contractor shall furnish, without extra charge, the necessary test pieces and samples, including facilities and labor for obtaining the same, as requested by the Engineer. When required, the Contractor shall furnish certificates of tests of materials and equipment made at the point of manufacture by a recognized testing laboratory.

For this contract the Contractor shall provide independent testing of concrete and compaction of subgrade, aggregate base and asphalt concrete. Contractor shall furnish certificates of tests of materials and equipment made at the point of manufacture by a recognized testing laboratory. Testing shall be at the rate of: Field sampling (cylinders) and break testing of concrete one per plan sheet. Compaction testing of subgrade, aggregate base and asphalt concrete one each per plan sheet. Engineer may select location to be tested.

The Owner, Engineer, and authorized government agents and their representatives shall at all times be provided safe access to the work wherever it is in preparation or progress, and the Contractor shall provide facilities for such access and for inspection, including maintenance of temporary and permanent access.

If the Specifications, the Engineer's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give timely notice of its readiness for inspection. Inspections to be conducted by the Engineer will be promptly made, and where practicable, at the source of supply. If any work should be covered up without approval or consent of the Engineer, it shall, if required by the Engineer, be uncovered for examination at the Contractor's expense.

Reexamination of questioned work may be ordered by the Engineer, and, if so ordered, the work shall be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the Owner will pay the cost of reexamination and replacement. If such work is found to be not in accordance with the Contract Documents, the Contractor shall correct the defective work, and the cost of reexamination and correction of the defective work shall be paid by the Contractor.

53. ROYALTIES AND PATENTS

The Contractor shall pay all royalty and license fees, unless otherwise specified. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner and the Engineer harmless from loss on account thereof.

54. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work should be stopped under an order of any court or other public authority for a period of more than 3 months, through no act or fault of the Contractor or of anyone employed by him, or if the Engineer should fail to issue any estimate for payment within 15 days after it is due, or if the Owner should fail to pay the Contractor within 30 days after the time specified in Article PARTIAL PAYMENTS, any sum certified by the Engineer, then the Contractor may, upon 15 days' written notice to the Owner and the Engineer, stop work or terminate this Contract and recover from the Owner payment for all work executed and any loss sustained upon any plant or material and reasonable profit, unless said default has been remedied within said time.

55. CORRECTION OF DEFECTIVE WORK FOUND DURING WARRANTY PERIOD

The Contractor hereby agrees to make, at his own expense, all repairs or replacements necessitated by defects in materials or workmanship, supplied under terms of this Contract, and pay for any damage to other works resulting from such defects, which become evident within 1 year after the

date of final acceptance of the work or within 1 year after the date of substantial completion established by the Engineer for specified items of equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The Contractor further assumes responsibility for a similar guarantee for all work and materials provided by subcontractors or manufacturers of packaged equipment components. The effective date for the start of the guarantee or warranty period for equipment qualifying as substantially complete is defined in Article SUBSTANTIAL COMPLETION, and Article SUBSTANTIAL COMPLETION DATE, in these General Conditions. The Contractor also agrees to hold the Owner harmless from liability of any kind arising from damage due to said defects.

The Contractor shall make all repairs and replacements promptly upon receipt of written order for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work, and the Contractor and his Surety shall be liable for the cost thereof. Any additional requirements for the project relative to correction of defective work after final acceptance are set forth in the Supplementary Conditions.

C5 PROGRESS OF THE WORK

56. BEGINNING OF THE WORK

Before work shall be started and materials ordered, the Contractor shall meet and consult with the Owner and/or Engineer relative to materials, equipment, and all arrangements for prosecuting the work.

57. SCHEDULES AND PROGRESS REPORTS

Prior to starting the construction, the Contractor shall prepare and submit to the Engineer for review, a progress schedule showing approximately the dates on which each part or division of the work is expected to be started and finished. The progress schedule shall be brought up to date and submitted to the Engineer at the end of each month or at such other times the Engineer may request.

The Contractor shall also forward to the Engineer, at the end of each month, an itemized report of the delivery status of major and critical items of purchased equipment and material, including shop drawings and the status of shop and field fabricated work. These progress reports shall indicate the date of the purchase order, the correct percentage of completion, estimated delivery, and cause of delay, if any.

If the completion of any part of the work or the delivery of materials is behind the approved schedule, the Contractor shall submit in writing a plan acceptable to the Owner and Engineer for bringing the work up to schedule.

The Owner shall have the right to withhold progress payments for the work if the Contractor fails to update and submit the progress schedule and reports as specified.

58. PROSECUTION OF THE WORK

It is expressly understood and agreed that the time of beginning, rate of progress, and time of completion of the work are the essence of this Contract. The work shall be prosecuted at such time, and in or on such part or parts of the project as may be required, to complete the project as contemplated in the Contract Documents and the approved construction schedule.

If the Contractor desires to carry on work at night or outside the regular hours, he shall give timely notice to the Engineer to allow satisfactory arrangements to be made for inspecting the work in progress.

59. ASSIGNMENT

SEE CONTRACT

60. OWNER'S RIGHT TO DO WORK

If the Contractor should, in the opinion of the Engineer, neglect to prosecute the work properly or should neglect or refuse at his own cost to take up and replace work as shall have been rejected by the Engineer, then the Owner shall notify the Surety of the condition, and after 10 days' written notice to the Contractor and the Surety, or without notice if an emergency or danger to the work or public exists, and without prejudice to any other right which the Owner may have under the contract, take over that portion of the work which has been improperly executed and make good the deficiencies and deduct the cost thereof from the payments then or thereafter due the Contractor.

61. OWNER'S RIGHT TO TRANSFER EMPLOYMENT

If the Contractor should abandon the work or should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if he should fail to make prompt payment to subcontractors for material or labor, or persistently disregard laws, ordinances, or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of the Contract or any laws or ordinance, then the Owner may, without prejudice to any other right or remedy, and after giving the Contractor and Surety 7 days' written notice, transfer the employment for said work from the Contractor to the Surety. Upon receipt of such notice, such Surety shall enter upon the premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the work included under this Contract and employ, by Contract or otherwise, any qualified person or persons to finish the work and provide the materials therefor, in accordance with the Contract Documents, without termination of the continuing full force and effect of this Contract. In case of such transfer of employment to such Surety, the Surety shall be paid in its own name on estimates according to the terms hereof without any right of the Contractor to make any claim for the same or any part thereof.

In lieu of the foregoing, if the Owner so elects, he may terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the expense of completing the Contract, including compensation for additional managerial and administrative services, shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

62. DELAYS AND EXTENSION OF TIME

If the Contractor is delayed in the progress of the work by any act or neglect of the Owner or the Engineer, or by any separate Contractor employed by the Owner, or by strikes, lockouts, fire, unusual weather conditions, or unavoidable casualties, the Contractor shall, within 48 hours of the start of the occurrence, give notice to the Owner of the cause of the potential delay and estimate the possible time extension involved. Within 7 days after the cause of delay has been remedied, the Contractor shall give notice to the Owner of any actual time extension requested as a result of the aforementioned occurrence.

No extension of time will be granted to the Contractor for delays occurring to parts of the work that have no measurable impact on the completion of the total work under this Contract; nor will extension of time be granted for delays to parts of work that are not located on the critical path if the Critical Path Method (CPM) is used for scheduling the work.

No extension of time will be considered for weather conditions normal to the area in which the work is being performed. Unusual weather conditions, if determined by the Engineer to be of a severity that would stop all progress of the work, may be considered as cause for an extension of Contract completion time.

Delays in delivery of equipment or material purchased by the Contractor or his subcontractors (including Owner-selected equipment) shall not be considered as a just cause for delay. The Contractor shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials.

Within a reasonable period after the Contractor submits to the Owner a written request for an extension of time, the Engineer will present his written opinion to the Owner as to whether an extension of time is justified, and, if so, his recommendation as to the number of days for time extension. The Owner will make the final decision on all requests for extension of time.

In no event shall the Contractor be entitled under this Contract to collect or recover any damages, loss, or expense incurred by any delay other than as caused by the Owner, as stipulated in Article NOTICE OF CLAIM FOR DELAY.

63. LIQUIDATED DAMAGES

Should the Contractor fail to complete the work, or any part thereof, in the time agreed upon in the Contract or within such extra time as may have been allowed for delays by extensions granted as provided in the Contract, the Contractor shall reimburse the Owner for the additional expense and damage for each calendar day, Sundays and legal holidays excluded, that the Contract remains uncompleted after the Contract completion date. It is agreed that the amount of such additional expense and damage incurred by reason of failure to complete the work is the per-diem rate, as stipulated in the Proposal. The said amounts are hereby agreed upon as liquidated damages for the loss to the Owner on account of expense due to the employment of Engineers, inspectors, and other employees after the expiration of the time of completion, and on account of the value of the operation of the works dependent thereon. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the Contractor. The Owner shall have the right to deduct such damages from any amount due, or that may become due the Contractor, or the amount of such damages shall be due and collectible from the Contractor or his Surety.

In accordance with the provisions of Section 4215 of the California Government Code, the Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the public agency or owner of the utility to provide for the removal or relocation of such utility facilities.

64. OTHER CONTRACTS

The Owner reserves the right to let other Contracts in connection with the work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.

If any part of the work under this Contract depends on the prior acceptable completion of work by others under separate Contract(s), the Contractor shall inspect and promptly report to the Engineer any defects in such work that would adversely affect the satisfactory completion of the work under this Contract. The Contractor's failure to so inspect and report shall constitute acceptance of the work by others as being suitable for the proper reception and completion of the work under this Contract, excluding, however, those defects in the work by others that occur after the satisfactory completion of the work specified hereunder.

65. USE OF PREMISES

The Contractor shall confine his equipment, the storage of materials, and the operation of his workers to limits shown on the Drawings or indicated by law, ordinances, permits, or directions of the Engineer, and shall not unreasonably encumber the premises with his materials. The Contractor shall provide, at his own expense, the necessary rights-of-way and access to the work which may be required outside the limits of the Owner's property.

The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

66. SUBSTANTIAL COMPLETION DATE

The Engineer may, at his sole discretion, issue a written notice of substantial completion for the purpose of establishing the starting date for specific equipment guarantees, and to establish the date that the Owner will assume the responsibility for the cost of operating such equipment. Said notice shall not be considered as final acceptance of any portion of the work or relieve the Contractor from completing the remaining work within the specified time and in full compliance with the Contract Documents. "Substantial completion" of an operating facility shall be that degree of completion that will provide a minimum of 7 continuous work days of successful operation in which all performance and acceptance testing has been successfully demonstrated to the Engineer. All equipment contained in the work, plus all other components necessary to enable the Owner to operate the facility in the manner that was intended, shall be complete on the substantial completion date. See "SUBSTANTIAL COMPLETION" under Article DEFINITIONS, of these General Conditions.

67. PERFORMANCE TESTING

Operating equipment and systems shall be performance tested in the presence of the Engineer to demonstrate compliance with the specified requirements. Performance testing shall be conducted under the specified design operating conditions as recommended or approved by the Engineer. Schedule such testing with the Engineer at least 1 week in advance of the planned date for testing.

68. OWNER'S USE OF PORTIONS OF THE WORK

The Owner shall have the right to take possession of and use any completed or partially completed portions of the work. Such use shall not be considered as final acceptance of any portion of the work, nor shall such use be considered as cause for an extension of the Contract completion time, unless authorized by a Change Order issued by the Owner.

69. CUTTING AND PATCHING

The Contractor shall do all cutting, fitting, or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other Contractors shown upon or reasonably implied by the Drawings. Any defective work or material, performed or furnished by the Contractor, that may be discovered by the Engineer before the final acceptance of the work or before final payment has been made, shall be removed and replaced or patched, in a manner as approved by the Engineer at the expense of the Contractor.

70. CLEANING UP

The Contractor shall, at all times, at his own expense, keep property on which work is in progress and the adjacent property free from accumulations of waste material or rubbish caused by employees or by the work. Upon completion of the construction, the Contractor shall, at his own expense, remove all temporary structures, rubbish, and waste materials resulting from his operations.

C6 PAYMENT

71. PAYMENT FOR CHANGE ORDERS

Payment or credit for any alterations covered by a Change Order shall be determined by one or a combination of the methods set forth in A, B, or C below:

- A. **UNIT PRICES.** If applicable, those unit prices stipulated in the Proposal, or unit prices negotiated and mutually acceptable to the Contractor and Owner.
- B. **LUMP SUM.** A total sum for the work negotiated and mutually acceptable to the Contractor and Owner.

In "A" and "B" above, Contractor's quotations for Change Orders shall be in writing and firm for a period of 30 days. Any compensation paid in conjunction with the terms of a Change Order shall comprise total compensation due the Contractor for the work or alteration defined in the Change Order. By signing the Change Order, the Contractor acknowledges that the stipulated compensation includes payment for the work or alteration plus all payment for the interruption of schedules, extended overhead, delay or any other impact claim or ripple effect, and by such signing specifically waives any reservation or claim for additional compensation in respect to the subject of the Change Order.

The Owner's request for quotations on alterations to the work shall not be considered authorization to proceed with the work prior to the issuance of a formal Change Order, nor shall such request justify any delay in existing work. Lump sum quotations for alterations to the work shall include substantiating documentation with an itemized breakdown of Contractor and subcontractor costs, including labor, material, rentals, approved services, overhead, and profit calculated as specified under "C" below.

- C. **FORCE ACCOUNT WORK.** If the method of payment cannot be agreed upon prior to the beginning of the work, and the Owner directs by written Change Order that the work be done on a force account basis, then the Contractor shall furnish labor, equipment, and materials necessary to complete the work in a satisfactory manner and within a reasonable period of time. For the work performed, payment will be made for the documented actual cost of the following:
 - 1. Labor, including foremen, who are directly assigned to the force account work (actual payroll direct wage cost as established by negotiated labor agreements, except overtime will not be paid for less than 8 hours of work per day.) No other fixed labor burdens will be considered, unless approved in writing by the owner.
 - 2. Material delivered and used on the designated work, including sales tax, if paid for by the Contractor or his subcontractor.
 - 3. Rental, or equivalent rental cost of equipment, including necessary transportation for items having a value in excess of \$100.

To costs under "C". FORCE ACCOUNT WORK", there shall be added the following fixed fees for the Contractor or subcontractor actually performing the work:

- A. A fixed fee of 30 percent of the cost of Item 1 above,
- B. A fixed fee of 15 percent added to the cost of Items 2, and
- C. A fixed fee of 15 percent added to the cost of Items 3 above.

An additional fixed fee of 5 percent shall be allowed the Contractor for the administrative handling of portions of the work that are performed by an approved subcontractor. No additional fixed fee will be allowed for the administrative handling of work performed by a subcontractor of a subcontractor, unless by written permission from the Owner.

The above added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, profit, and any other general expense, and no additional fees or surcharges shall be allowed.

The Owner reserves the right to furnish such materials and equipment as he deems expedient, and the Contractor shall have no claim for profit or added fees on the cost of such materials and equipment.

For equipment under Item 3 above, rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use. Rental and transportation allowances shall not exceed the current rental rates prevailing in the locality. The rentals allowed for equipment will, in all cases, be understood to cover all fuel, supplies, repairs, and renewals, and no further allowances will be made for those items, unless specific agreement to that effect is made.

The Contractor shall maintain his records in such a manner as to provide a clear distinction between the direct costs of work paid for on a force account basis and the costs of other operations. The Contractor shall furnish the Engineer daily extra work report sheets in duplicate of each day's force account work no later than the working day 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, subcontractor, or other forces. The daily report sheets shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated.

Material charges shall be substantiated by valid copies of vendors' invoices. Such invoices shall be submitted with the daily extra work report sheets, or if not available, they shall be submitted with subsequent daily report sheets. Said daily extra work report sheets shall be signed by the Contractor or his authorized agent.

To receive partial payments and final payment for force account work, the Contractor shall submit in a manner approved by the Engineer, detailed and complete documented verification of the contractor's and any of his subcontractors' actual current costs involved in the force account work pursuant to the issuance of an approved Change Order. Such costs shall be submitted within 30 days after said work has been performed.

No payment will be made for work billed and submitted to the Engineer after the 30-day period has expired. No extra or additional work shall be performed by the Contractor, except in an emergency endangering life or property, unless in pursuance of a written Change Order, as provided in Article ALTERATIONS.

72. PARTIAL PAYMENTS

A. GENERAL

Nothing contained in this Article shall be construed to affect the right, hereby reserved, to reject the whole or any part of the aforesaid work, should such work be later found not to comply with the provisions of the Contract Documents. All estimated quantities of work for which partial payments have been made are subject to review and correction on the final estimate. Payment by the Owner and acceptance by the Contractor of partial payments based on periodic estimates of quantities of work performed shall not, in any way, constitute

acceptance of the estimated quantities used as the basis for computing the amounts of the partial payments.

B. LUMP SUM PRICE BREAKDOWN

For work to be done for a lump sum price, the Contractor shall submit a price breakdown to the Engineer immediately after award of the Contract. The price breakdown, as agreed upon by the Contractor and Engineer, shall be used for preparing future estimates for partial payments to the Contractor, and shall list the major items of the work with a price fairly apportioned to each item. Overhead, other general costs, and profit shall be prorated to each item so that the total of the prices for all items equals the lump sum price. The price breakdown will be subject to the approval of the Engineer and, upon request the Contractor, shall substantiate the price for any or all items.

C. ESTIMATE

Before the first working day of each calendar month, the Contractor shall submit to the Engineer a detailed estimate of the amount earned for the separate portions of the work, and request payment. As used in this Article, the words "amount earned" means the value, on the date of the estimate for partial payment, of the work completed in accordance with the Contract Documents, and the value of approved materials delivered to the project site suitably stored and protected prior to incorporation into the work. If the Contractor's estimate of amount earned conforms with the Engineer's evaluation, the Engineer will calculate the amount due the Contractor and make recommendation to the Owner for payment.

D. DEDUCTION FROM ESTIMATE

Ten percent of the total amount earned for work satisfactorily completed plus 10 percent of the value of approved materials on the jobsite but not yet incorporated into the work will be deducted and retained by the Owner, or the Contractor may elect to substitute securities of equivalent value in accordance with Section 22300 of the Public Contract Code.

Pursuant to Section 22300 of the Public Contract Code, the Contractor may substitute securities for any money held by the Owner to insure performance of the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Owner or with a State or federally-chartered bank as an escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the Contract. Deposit of securities with an escrow agent shall be subject to written agreement in accordance with the provisions of Section 22300. The Owner shall not certify that the Contract has been completed until at least 45 days after filing by the Owner of a Notice of Completion. Securities eligible for investment under this Section shall be limited to those listed in Section 16430 of the California Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon by the Contractor and the public agency.

E. QUALIFICATION FOR PARTIAL PAYMENT FOR MATERIALS DELIVERED

Unless modified in the Supplementary Conditions, qualification for partial payment for materials delivered but not yet incorporated into the work shall be as described below.

Materials, as used herein, shall be considered to be those items which are fabricated and manufactured material and equipment. Only those materials for which the Contractor can transfer clear title to the Owner will be qualified for partial payment.

To receive partial payment for materials delivered to the site, but not incorporated in the work, it shall be necessary for the Contractor to submit to the Engineer, at least 7 days prior to the end of said month, a list of such materials. At his sole discretion, the Engineer will approve items for which partial payment is to be made. The Contractor's actual net cost for the materials must be supported by invoices of suppliers. Proper storage and protection shall be provided by the Contractor, and as approved by the Engineer. Final payment shall be made only for materials actually incorporated in the work and, upon acceptance of the work, all materials remaining for which advance payments had been made shall revert to the Contractor, unless otherwise agreed, and partial payments made for these items shall be deducted from the final payment for the work.

F. PAYMENT

After deducting the retainages and the amount of all previous partial payments made to the Contractor, the amount earned as of the current month will be made payable to the Contractor 10 days after the last day of said month, except where the Owner is a municipality or other agency whose laws require the approval of each payment by a council or similar body, in which case, the payment shall become due and payable 10 days after the first meeting in the following month scheduled for approval of such payments.

73. CLAIMS (ALSO SEE COINTRACT)

In any case where the Contractor deems additional compensation is due him for work or materials not clearly covered in the Contract or not ordered by the Engineer according to provisions of Article ALTERATIONS, the Contractor shall notify the Engineer, in writing, of his intention to make claim for such compensation before he begins the work on which he bases the claim, in order that such matters may be settled, if possible, or other appropriate action promptly taken. If such notification is not given or the Engineer is not afforded proper facilities by the Contractor for keeping strict account of actual cost, then the Contractor hereby agrees to waive the claim for such additional compensation. Such notice by the Contractor, and the fact that the Engineer has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim. Claims for additional compensation shall be made in itemized detail and submitted, in writing, to the Owner and Engineer within 10 days following completion of that portion of the work for which the Contractor bases his claim. In case the claim is found to be just, it shall be allowed and paid for as provided in Article PAYMENT FOR CHANGE ORDERS, or it shall be allowed and paid under a supplemental agreement to be entered into between the parties to the Contract.

74. NOTICE OF CLAIM FOR DELAY

If the Contractor intends to file a claim for additional compensation for a delay caused by the Owner at a particular time, he shall file a notice of claim with the Owner within 7 days of the beginning of the occurrence. The notice of claim shall be in duplicate, in writing, and shall state the circumstances and the reasons for the claim, but need not state the amount. No claim for additional compensation will be considered unless the provisions of Article DELAYS AND EXTENSION OF TIME, are complied with, and a notice of claim has been filed with the Owner in writing, as stated above.

75. RELEASE OF LIENS OR CLAIMS

Before the Owner pays the Contractor his final payment for the work, the Contractor shall sign and deliver to the Owner a release of liens or claims sworn to under oath and duly notarized. The release shall state that the Contractor has satisfied all claims and indebtedness of every nature in any way connected with the work, including (but not limiting the generality of the foregoing) all payrolls, amounts due to subcontractors, accounts for labor performed and materials furnished, incidental services, liens, and judgments.

If any lien or claim remains unsatisfied after all payments to the Contractor are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such a lien or claim, including all costs and a reasonable attorney's fee.

76. MEASUREMENT AND PAYMENT

Payment for Work conforming to the Standard Specifications and all the General and Special Provisions Modifications as stated in these specifications shall be considered to be included in the Contract unit prices or lump sum price for the items of Work bid and shall include all costs for labor, materials, and equipment required for the execution of the Work unless otherwise set forth.

The Agency may retain five (5) percent of any progress payment as retention for the protection and payment of any person or persons, mechanics, subcontractor, or material men who shall perform any labor upon the contract or work thereunder, and all persons who shall supply such person or persons or subcontractors with components and supplies for carrying on such work. Retention can also be used for correction of defective work if Contractor refuses to perform corrective work after being so direct by Agency. Retention will be released to the Contractor 35 days after acceptance of the work by City Council and the filing of a Notice of Completion.

In accordance with Section 22300 of the California Public Contract Code, the Contractor will have the option of posting securities of equal or greater value in lieu of a cash retention.

The Agency will return disputed progress payment requests within 7 days of receipt and will process undisputed progress payment requests within 30 days of receipt, as required by Public Contract Code, Section 20104.50, which requires processing and payment within this time or for the Agency to pay interest.

Upon completion of all of the work under this Contract, the Contractor shall notify the Engineer, in writing, that he has completed his part of the Contract and shall request final payment. If the work has been completed to the extent of the Contract Documents, the Engineer will recommend acceptance of the completed work and submit a final estimate of the amount due the Contractor under this Contract. Within 10 days following Owner's acceptance of the work, the Owner will file a Notice of Completion with the County Recorder's office. Thirty-five days after the filing of the Notice of Completion, and subject to the Contractor's evidence of compliance with Article RELEASE OF LIENS OR CLAIMS, the Owner will pay to the Contractor all moneys due him under the provisions of these Contract Documents.

77. NO WAIVER OF RIGHTS (ALSO SEE CONTRACT)

Neither the inspection by the Owner, through the Engineer or any of his employees, nor any order by the Owner for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the Owner or Engineer, nor any extension of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any provision of this Contract, or any power herein reserved to the Owner, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

78. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the Contractor of the final payment shall release the Owner and the Engineer, as agent of the Owner, from all claims and all liability to the Contractor for all things done or furnished in connection with the work, and every act of the Owner and other relating to or arising out of the work. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from obligations under this Contract and the Performance and Payment Bond, and other bonds and warranties, as herein provided.

END OF SECTION

SECTION D TECHNICAL SPECIFICATIONS & MODIFICATIONS

D1 - GENERAL CONSTRUCTION INFORMATION AND REQUIREMENTS

D2 - CONSTRUCTION MATERIALS AND METHODS

Standard Specifications

The Work provided herein shall conform to and be in accordance with the Contract Plans, Specifications and Special Provisions, as well as the Standard Specifications for Public Works Construction (SSPWC), Latest edition of the Southern California Chapter American Public Works Association. In case of conflict between the Standard Specifications and the Technical Specifications & Modifications, the Technical Specifications & Modifications shall control.

D1 GENERAL CONSTRUCTION INFORMATION AND REQUIREMENTS

This section contains specific project requirements relating to construction in general.

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D1.1 LOCATION AND SCOPE OF WORK

The work to be performed consists of the Contractor furnishing all materials, equipment, tools, labor, and incidentals necessary for the construction of the proposed project, complete in place in accordance with the contract drawings and specification and subject to the terms and conditions of the Agreement.

The work to be performed includes, but is not limited to setup and maintenance of stormwater management, traffic control system(s), asphalt and concrete cutting and placement, tree grate work, traffic striping and pavement marking as shown per plan and at locations impacted by construction activity. See project exhibits for more detailed description of the location and work to be performed.

The Work can be grouped into the following categories:

Type II Slurry Seal, and Asphalt Concrete (AC), and pavement marking improvements:

Locations designated per project specifications, plans.

AC improvements within 500 feet of a school shall be scheduled when school is not in session.

Traffic Striping and Pavement Marking:

Locations designated per project specifications, plans.

AC work:

Locations designated per project specifications, plans

D1.2 PRE-CONSTRUCTION MEETING

A Pre-Construction Meeting will be conducted by the Engineer prior to commencement of construction at a time and place designated by the Engineer. Those attending the meeting may include, but not be limited to, the following:

Contractor

City of Greenfield Public Works Department
City Engineer

Construction/Project Manager
Affected utility company representatives

One week prior to this meeting the Contractor shall submit the following:

Construction Schedule
Materials submittals
Public Notification handbills
Traffic Control Plan (For first month of work)

D1.3 REVIEW OF CONTRACT DOCUMENTS AND JOB SITE

The Contractor shall carefully study and compare the Contract Documents with each other and with information available to the Contractor and furnished by the Agency and shall immediately notify the Engineer of errors, inconsistencies or omissions discovered. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without notice to the Engineer, the Contractor shall assume appropriate responsibility for such performance and shall assume responsibility for the full costs for correction.

The Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Engineer immediately.

When existing conditions are encountered which, in the opinion of the Engineer, require temporary suspension of work for design modifications or for other determinations to be made, the Contractor shall move to other areas of work until such determinations are made at no cost to the Agency. The Contractor shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if the Contractor makes an approved claim therefor as provided in **SECTION 3—CHANGES IN WORK** of the SSPWC.

D1.4 NOTIFICATIONS

If the closing or opening (either partial or full) of a street or alley within the City of Greenfield is approved by the Engineer, the Contractor shall apply for and obtain a special permit for street closure from the City. The fee for this permit will be waived. In addition, the Contractor shall notify the following City Departments at least twenty-four (24) hours prior to the schedule closing or opening.

GREENFIELD POLICE DEPARTMENT

Notify Police Department Dispatcher's Office.

GREENFIELD FIRE District

Notify Fire Department Dispatcher's Office.

GREENFIELD PUBLIC WORKS DEPARTMENT

Notify Public Works Operations Manager.

GREENFIELD POST OFFICE

Notify Postmaster.

LOCAL GREENFIELD SCHOOL DISTRICT

Notify Greenfield Union School District
493 El Camino Real
Greenfield, Ca. 93927
(831) 674-5586 ext. 2659

D1.5 INSPECTION OF THE WORK

The Contractor shall notify MNS Engineer's Inc., at (805) 331-3553, forty-eight (48) hours in advance of the start of Work. There will be inspection of this project to ensure strict adherence to these specifications.

Any work done in unauthorized areas or in a manner unacceptable to the inspector, the work shall not be accepted or paid for.

D1.6 SOILS AND MATERIALS TESTING SERVICES

During the course of the work, the Contractor shall provide third party material testing and certifications of passing tests. Work not properly tested and/or inspected will be rejected. Costs of all material tests shall be at the expense of the Contractor.

Prior to starting the project, the Contractor shall submit qualifications of the third party testing agency. The third party testing agency shall have at least 3 years experience with similar projects and its testing and inspection personnel and/or laboratories are certified by the American Concrete Institute (ACI), American Society of Nondestructive Testing (ASNT), AASHTO Materials Reference Laboratory (AMRL), and Cement and Concrete Reference Laboratory (CCRL). The testing agency shall have a working knowledge of the current Codes and Standards related to soils and construction materials testing.

Any work done in unauthorized areas or in a manner unacceptable to the inspector will not be accepted or paid for.

D1.7 CONSTRUCTION SURVEYING SERVICES

The City of Greenfield will not provide construction survey services for this project.

Except as modified herein, all construction surveying shall comply with **2-9 SURVEYING** of the SSPWC.

D1.8 DAILY REPORT

The Contractor shall complete a Daily Report indicating manpower, major equipment used and on standby (itemized separately), subcontractors, and similar items involved in the performance of the Work. The Daily Report shall be completed on forms prepared by the Contractor and acceptable to the Engineer, and shall be submitted to the Engineer at the Weekly Meetings for the preceding work week.

The Contractor shall submit as requested Certified Payroll Statements for each employee involved with the Work including subcontractors. Submission of certified payroll does not relieve the Contractor of his/her responsibility to pay prevailing wage.

D1.9 RESPONSIBILITY FOR JOB SITE CONDITIONS

All work shall be performed in accordance with applicable Health and Safety laws and standards including all requirements of the State of California Division of Industrial Safety.

Contractor agrees that, in accordance with generally accepted construction practices, Contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of this Project including safety of all persons and property, that this requirement shall be made to apply continuously and not be limited to normal working hours, and Contractor further agrees to defend, indemnify and hold design and construction observation professionals harmless from all liability and claims, real or alleged, in connection with the performance of work on this Project.

D1.10 MEASUREMENT AND PAYMENT

The cost of all labor, material and equipment necessary to complete the work as described in the specifications shall be included in the prices for each bid item, either as a lump sum or by final quantities, whatever is indicated. The final payment quantities will be based on the actual amount of materials installed or measured on the job. Certified weighmaster load tickets will be required for all Asphalt Concrete or aggregate base material delivered to the site. No payment will be made for any materials not accompanied by

such a load ticket. The contract unit price shall include all labor, material and equipment costs necessary to complete the work, even though not shown or specified. A bid item will be considered complete when all necessary work has been completed and accepted by the City. This includes site clean-up. The cost of items not specifically described in the specifications but shown on the plans shall be distributed among all other items of work. The contractor's bid shall represent completion of all work shown or contained within the plans and/or specifications.

D1.11 POTHOLING

Prior to commencement of construction, Contractor shall physically locate, verifying horizontal and vertical locations, and map existing underground facilities within the work area that are marked by Underground Service Alert (USA) or shown on the drawings. Contractor shall protect all such facilities from damage due to construction activities for the duration of the project. Contractor shall deliver a plan with the location of each potholed utility to the Engineer. Contractor shall notify affected utilities per **C5-1 LOCATION** of this Project Manual.

Repair of damage to such facilities shall be at the contractor's expense and shall be considered as integral to this item of work. Contractor shall be responsible for following all applicable rules and regulations concerning work in the vicinity of underground and/or overhead utilities.

Contractor shall use bedding sand to back fill around utilities in any excavation.

Contractor shall remove all USA and pothole markings prior to final inspection.

D1.12 DIFFERING CONDITIONS

Field obstructions, grade differences or differences in dimensions may exist that might not have been considered or observed during design of this project. Contractor shall promptly notify the Engineer and the agency having jurisdiction by telephone, writing, and/or electronic correspondence upon discovery of, and before disturbing, any physical conditions differing from those represented by approved plans and specifications. In the event this notification is not performed, the Contractor shall assume full responsibility for necessary revisions.

D1.13 PERMITS

The Contractor shall obtain a No Fee Encroachment Permit from the City of Greenfield prior to commencement of any construction activities. Contractor is also responsible for obtaining any and all other required permits.

In addition to permits, the Contractor shall obtain a construction water meter from the City and shall use this meter when obtaining water from the city system for construction operations. City Staff will install, relocate as necessary, and remove the water meter.

D1.14 OFFSITE WORK

Offsite grading or other construction work is not permitted without prior written permission of the affected offsite property owner. Work shown outside of the right-of-way cannot commence until approval in writing is obtained from offsite property owners and delivered to the City.

D1.15 CLEAN-UP & DUST CONTROL

The Contractor shall not allow the site of the Work to become littered with trash and waste material, and shall maintain the same in a neat and orderly condition throughout the construction period. On or before the completion of the Work, the Contractor shall carefully clean-up all areas used by his/her work force and shall remove rubbish of all kinds from any of the grounds which he/she has occupied and leave them in a clean and orderly condition that is satisfactory to the Engineer. During the course of the work, the Contractor shall provide all necessary equipment, material and personnel necessary to control dust on the project and prevent the littering of material at and around the work area by daily clean up of the area where operations are under way. Water for dust control shall be provided by the Contractor and shall be considered integral to dust control in terms of payment.

Additionally, the Contractor shall promptly remove graffiti from project equipment, signs, portable toilets and vehicles.

D1.16 ORDER OF THE WORK

The order of the work shall be as follows:

- Award of Contract, submittal review, pre-construction meeting, Notice to Proceed.

Per Location:

- Construction notification (14 day): mobilization, maintenance & protection of traffic.
- Coordination with affected businesses and resident properties to minimize impact on public access and parking.
- "No Parking" notification (72 hour), grind and replace asphalt roadway. (Contractor shall schedule work in a manner to prevent removals remaining open for extended periods of time. This issue will be addressed in the construction schedule.)
- Install asphalt improvements, other improvements associated with each location.
- "No Parking" notification (72 hour), slurry seal, traffic striping, and pavement markings.
- Coordination with affected businesses and resident properties to minimize impact on public access and parking.
- Install reflective striping and pavement markings, and markers per project plans and specifications.
- Contract punch list items, demobilization.

D1.17 STORM WATER MANAGEMENT

Water pollution control work shall conform to the provisions in Section 7-8.6, "Water Pollution Control," of the Standard Specifications and these special provisions. This project lies within the boundaries of the Central Coast Regional Water Quality Control Board (RWQCB). ~~The Contractor shall prepare a Storm Water Pollution Prevention Plan (SWPPP), file a Notice of Intent (NOI), and pay permit fees as required under the Construction Activities General Permit (General Permit).~~

The Contractor shall implement, monitor and maintain storm water pollution prevention measures in accordance with requirements of the ~~Regional Water Quality Control Board General Permit and the approved SWPPP.~~

Storm Water Pollution Prevention Plan (SWPPP)

~~The SWPPP shall be prepared in conformance with the requirements of the Regional Water Quality Control Board, the General Permit, and in conformance with Caltrans "Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual," and Caltrans "Construction Site Best Management Practices (BMPs) Manual," including addenda to those permits.~~

The Contractor shall be responsible for penalties assessed or levied on the Contractor or the City as a result of the Contractor's failure to comply with the provisions in this section, including, but not limited to, compliance with the applicable provisions of the Permit, the Manuals, and Federal, State and local regulations and requirements as set forth therein. Penalties as used in this section, shall include fines, penalties and damages, whether proposed, assessed, or levied against the City or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Control Act, by governmental agencies or as a result of citizen suits. Penalties shall also include payments made or costs incurred in settlement for alleged violations of the Permit, the Manuals, or applicable laws, regulations, or requirements.

Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

~~As part of the water pollution control work, a Storm Water Pollution Prevention Plan (SWPPP) is required for this contract. The SWPPP shall conform to the requirements in the Manuals, the requirements of the General Permit, and these special provisions. Upon the Engineer's approval of the SWPPP, the SWPPP shall be considered to fulfill these provisions for development and submittal of a SWPPP. No work having potential to cause water pollution, shall be performed until the SWPPP has been approved by the Engineer. Approval shall not constitute a finding that the SWPPP complies with applicable requirements of the Permit, the Manuals and applicable Federal, State and local laws, regulations, and requirements.~~

~~The Contractor shall designate a Water Pollution Control Manager. The Water Pollution Control Manager shall be responsible for the preparation of the SWPPP and required modifications or amendments, and shall be responsible for the implementation and adequate functioning of the various water pollution control practices employed. The Contractor may designate different Water Pollution Control Managers to prepare the SWPPP and to implement the water pollution control practices. The Water Pollution Control Managers shall serve as the primary contact for issues related to the SWPPP or its implementation. The Contractor shall submit to the Engineer a statement of qualifications, describing the training, previous work history and expertise of the individual selected by the Contractor to serve as Water Pollution Control Manager. The Water Pollution Control Manager shall have a minimum of 24 hours of formal storm water management training or certification as a Certified Professional in Erosion and Sediment Control (CPESC) or shall be a Certified Qualified SWPPP Developer (QSD). The Engineer will reject the Contractor's submission of a Water Pollution Control Manager if the submitted qualifications are deemed to be inadequate.~~

~~The SWPPP shall incorporate water pollution control practices in the following categories:~~

- ~~A. Soil stabilization.~~
- ~~B. Sediment control.~~
- ~~C. Wind erosion control.~~
- ~~D. Tracking control.~~
- ~~E. Non-storm water management.~~
- ~~F. Waste management and materials pollution control.~~

Construction Erosion Control Measures

~~Unless otherwise specified, upon approval of the SWPPP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, removing, and disposing of the water pollution control practices specified in the SWPPP and in the amendments. The Contractor shall utilize a Qualified SWPPP Practitioner (QSP) to perform the installations, construction, inspection, maintenance, removing and disposing of the water pollution control practices specified in the SWPPP and in the amendments. Unless otherwise directed by the Engineer, the Contractor's responsibility for SWPPP implementation shall continue throughout temporary suspensions of work.~~

~~If the Contractor or the Engineer identifies a deficiency in the implementation of the approved SWPPP or amendments, the deficiency shall be corrected immediately unless requested by the Contractor and approved by the Engineer in writing, but shall be corrected prior to the onset of precipitation. If the Contractor fails to conform to the provisions of this section, the Engineer may order the suspension of construction operations until the project complies with the requirements of this section.~~

~~Implementation of water pollution control practices may vary by season. The Caltrans Construction Site BMPs Manual and these special provisions shall be followed for control practice selection of year-round, rainy season and non-rainy season water pollution control practices. Erosion control features identified on the project plans minimally address erosion control and are not necessarily adequate to address water pollution prevention requirements.~~

~~Contractor shall maintain construction erosion control program until post construction erosion control measures are placed and seeded areas become adequately established to prevent erosion.~~

Year-Round Implementation Requirements

~~The Contractor shall have a year-round program for implementing, inspecting and maintaining water pollution control practices for wind erosion control, tracking control, non-storm water management, and waste management and materials pollution control. Contractor shall have materials available on-site and adequate labor resources to implement sediment control measures should rain be predicted.~~

~~The National Oceanic and Atmospheric Administration (NOAA) Weather forecast (www.noaa.gov) shall be monitored and used by the Contractor on a daily basis. No alternative weather forecasting sites shall be used by the Contractor. If precipitation is predicted, the necessary water pollution control practices shall be deployed prior to the onset of the precipitation.~~

~~Disturbed soil areas shall be considered active whenever the soil disturbing activities have occurred, continue to occur or will occur during the ensuing 14 days. Non-active areas shall be protected as prescribed in the Caltrans Construction Site BMPs Manual within 14 days of cessation of soil disturbing activities or prior to the onset of precipitation, whichever occurs first.~~

~~In order to provide effective erosion control, the Contractor may be directed by the Engineer to apply permanent erosion control in small or multiple units.~~

Rainy Season Implementation Requirements

~~Soil stabilization and sediment control practices shall be provided throughout the rainy season, defined as between October 1 and April 30. For construction activities beginning during the rainy season, the Contractor shall implement applicable soil stabilization and sediment control practices.~~

~~Soil stabilization and sediment control materials shall be maintained on-site in sufficient quantities to allow protection of disturbed soil areas. A detailed plan for the mobilization of sufficient labor and equipment shall be maintained to deploy the water pollution control practices required to protect disturbed soil areas prior to the onset of precipitation.~~

~~To ensure the proper implementation and functioning of water pollution control practices, the Contractor shall regularly inspect and maintain the construction site for the water pollution control practices identified in the SWPPP. The construction site shall be inspected by the Contractor as follows:~~

- ~~A. Prior to a forecast storm.~~
- ~~B. After a precipitation event which causes site runoff.~~
- ~~C. At 24 hour intervals during extended precipitation events.~~
- ~~D. Routinely, a minimum of every 5 work days.~~

~~In addition, the Contractor shall have prepared a Rain Event Action Plan (REAP) 48 hours prior to a likely rain event (50% chance or greater per NOAA). The Contractor shall use the Storm Water Quality Construction Site Inspection Checklist or an alternative inspection checklist provided by the Engineer. One copy of each site inspection record shall be submitted to the Engineer within 24 hours of completing the inspection.~~

Analytical Requirements

~~In compliance with the General Permit or approved SWPPP prepared by the Contractor, there are also requirements of the Contractor to implement specific sampling and analytical procedures to determine whether BMPs implemented on the construction site are:~~

- ~~A. Preventing pollutants that are known or should be known by permittees to occur on construction sites that are not visually detectable in storm water discharges, to cause or contribute to exceedances of water quality objectives, and~~
- ~~B. Preventing further impairment by sediment in storm waters discharged into water bodies listed as impaired due to sediment, siltation or turbidity.~~

Measurement and Payment

~~Full compensation for conforming to the provisions in this section, including furnishing all labor, materials, tools, equipment and incidentals involved in developing, preparing, obtaining approval of, revising, and amending the SWPPP or WPCP, as specified in the Standard Specifications and these special provisions; full compensation for furnishing all labor, materials, tools, equipment, and incidentals, for all work involved in~~

supplying, installing, constructing, inspecting, modifying, removing, and disposing of water pollution control practices, including non-storm water management, waste management, and materials pollution as directed by the Engineer shall be considered as included in the price paid for the preparation and implementation of the SWPPP/WPCP and/or Erosion Control Plan as described in Section D2 below.

D1.18 REQUIREMENTS FOR CONSTRUCTION IN THE VICINITY OF BURIED WATER AND IRRIGATION FACILITIES

The Contractor shall notify the City of Greenfield Public Works Department and the utility companies listed in section C5-1 of his intent to construct in the vicinity of buried water facilities at least 72 hours in advance of performing such work.

It is understood that the Contractor may encounter service connections in the prosecution of the work. Any damage to such service connections, including irrigation lines, shall be repaired or replaced at the Contractor's expense.

D1.19 PROTECTION OF EXISTING IMPROVEMENTS

In accordance with Section 7-9 of the Standard Specifications, the Contractor is required to protect public and private property adjacent to the work.

All curbs, gutters, driveways, sidewalks and similar structures that are broken by the installation of the work shall be reconstructed by the Contractor. Reconstruction shall be of the same kind of material with the same finish, and in not less than the same dimensions as the original work. All concrete shall be as specified hereinafter unless otherwise indicated. Repairs shall be made by removing and replacing the entire portions between sawcut joints or scores and not merely refinishing any damaged part. All work shall match the appearance of the existing improvements as nearly as possible. All work covered in this paragraph shall be done at the Contractor's expense.

All existing improvements, either within the right-of-way or not, including irrigation lines which are damaged by actions of the Contractor, shall be restored by the Contractor to their original or better condition at the Contractor's expense.

D1.20 DEMOLITION

Existing structures, improvements and landscaping (except vegetation indicated to remain) not to be used as part of the Work and within the limits of the work shall be removed.

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D2.1 BID ITEM 1 - MOBILIZATION, BONDS & INSURANCE

The lump sum price paid for mobilization, bonds and insurance includes all costs associated with insurance, bonds, required permits and fees including Materials Management, shop drawings, submittals, moving onto the job (mobilization), preparation of project schedule, project phasing, supervision, coordination of concurrent work with other contractors, meetings, and "as-built" plans required to perform the Work indicated in the plans and specifications.

Also included in the lump sum price paid for mobilization, bonds & insurance is the cost of coordination with businesses and property owners within the project area to create a project schedule and phasing that has minimal impact. Also included is project water, and maintenance of clean work site locations. Contractor shall coordinate with the City Representative in regards to work with the public and get approval from the Engineer for any changes in proposed schedule due to public impacts.

D2.2 BID ITEM 2 - PROJECT SAFETY & TRAFFIC CONTROL

The lump sum price paid for project safety and traffic control includes all costs for preparation, implementation and maintenance of traffic control and temporary signing and striping, including flagmen, traffic cones, delineators, reflectors, temporary striping and marking, and temporary traffic signs, signing barricades and signals, temporary pavement, and temporary facilities required for the safe handling of pedestrian and vehicular traffic for 24 hours per calendar day in accordance with the Manual of Traffic Control for Construction and Maintenance - Work Zones by the State of California, Department of Transportation (Caltrans) for the duration of work. In addition the lump sum price paid shall include all costs for sheeting, shoring and bracing (or equivalent methods), for trenches and excavations, and for the equipment and work to conform to the requirements of the California Industrial Safety Orders for the work indicated in the Contract Documents.

Temporary striping and marking shall include but not be limited to all costs for implementation and maintenance of temporary devices and striping and marking necessary to keep roads in operating order during and after work hours. This shall include but not be limited to reflective markings, lighted barricades, and temporary reflective markers. Contractor shall install temporary striping, markings, and markers for safety and operations to the satisfaction of the City Representative.

Also included with the lump sum price paid for project safety and traffic control shall be furnishing and placing handbills and construction notifications as described in these specifications. This work shall include review and submittals to the Engineer for approval.

D2.3 BID ITEM 3 - REMOVE ALL PAVEMENT LEGENDS, STOP BARS & CROSSWALKS

Existing striping, legends and pavement markings in Greenfield are thermoplastic. Thermoplastic pavement markings and striping is the standard for the City. There are some locations where existing striping is paint. The City does not have city-wide striping plans or an inventory of striping and legends.

For areas to receive a Rejuvenating Scrub Seal or Cape Seal, Traffic striping and pavement markings (thermoplastic or painted) shall be removed and as directed by the Engineer. Additionally, crosswalks in all areas receiving rejuvenating fog seal shall be removed, so that new crosswalks, complying with the new City standard thermoplastic crosswalk can be applied.

Removal of yellow, blue and/or white pavement markings shall be by high pressure, low-volume water blasting OR Pavement Marking Eraser that can demonstrably eliminate lane markings without the sharp-edge grooving or "ghost-lines". Acceptable equipment includes the X Series Erasers (LNX8, X1 and X3 Erasers) or equivalent. If used, the eraser, shall work by breaking the coating and scraping across it simultaneously, feathering the substrate edges leaving a smoothed beveled edge finish.

Specialized pavement marking grinding equipment may be used by permission of the Engineer after reviewing the specific equipment proposed. Under no circumstances will pavement damage, defined as grooves, ruts or depressions greater than 0.1 inch be acceptable

Regardless of method, the removed residue, including dust and water, shall be contained and collected immediately. Sweeping equipment shall not be used. Collection shall be by a high efficiency particulate air (HEPA) filter equipped vacuum attachment operated concurrently with the removal operations or other equally effective methods approved by the Engineer. The Contractor shall submit a written work plan for the removal, storage, and disposal of yellow and white traffic stripes and pavement markings to the Engineer for approval not less than 5 days prior to the start of the removal operations. Removal operations shall not be started until the Engineer has approved the work plan.

Removal operations shall not be started until the Engineer has approved the pavement marking inventory submitted as described herein.

For areas to receive a Rejuvenating Fog Seal, Markers, pavement legends and striping are not to be removed, but handled in accordance with the specification section Rejuvenating Fog Seal.

MEASUREMENT & PAYMENT

Removal of pavement legends, stop bars & crosswalks will be measured and paid for at the Lump Sum cost. The lump sum cost shall include all costs associated with the preparation of a detailed legends, stop bars & crosswalks inventory, no parking notifications, removal of existing pavement legends, stop bars, crosswalks, vacuuming, storage and proper disposal of waste materials as shown on the plans, and described in these specifications and details.

D2.4 BID ITEM 4 - REMOVE TRAFFIC STRIPING (INCLUDING PARKING & ALL RAISED PAVEMENT MARKERS)

Existing striping, legends and pavement markings in Greenfield are thermoplastic. Thermoplastic pavement markings and striping is the standard for the City. There are some locations where existing striping is paint. The City does not have city-wide striping plans or an inventory of striping and legends.

For areas to receive a Rejuvenating Scrub Seal or Cape Seal, Traffic striping and pavement markings (thermoplastic or painted) and raised pavement reflectors, dots or delineators shall be removed and as directed by the Engineer.

Removal of yellow, blue and/or white traffic striping and pavement markings shall be by high pressure, low-volume water blasting OR Pavement Marking Eraser that can demonstrably eliminate lane markings without the sharp-edge grooving or "ghost-lines". Acceptable equipment includes the X Series Erasers (LNX8, X1 and X3 Erasers) or equivalent. If used, the eraser, shall work by breaking the coating and scraping across it simultaneously, feathering the substrate edges leaving a smoothed beveled edge finish.

Specialized pavement marking grinding equipment may be used by permission of the Engineer after reviewing the specific equipment proposed. Under no circumstances will pavement damage, defined as grooves, ruts or depressions greater than 0.1 inch be acceptable

Regardless of method, the removed residue, including dust and water, shall be contained and collected immediately. Sweeping equipment shall not be used. Collection shall be by a high efficiency particulate air (HEPA) filter equipped vacuum attachment operated concurrently with the removal operations or other equally effective methods approved by the Engineer. The Contractor shall submit a written work plan for the removal, storage, and disposal of yellow and white traffic stripes and pavement markings to the Engineer for approval not less than 5 days prior to the start of the removal operations. Removal operations shall not be started until the Engineer has approved the work plan.

Removal operations shall not be started until the Engineer has approved the pavement marking inventory submitted as described herein.

Lane delineator "buttons" and lane delineation/fire hydrant reflectors shall be removed and disposed of by the contractor and the cost therefor shall be included in this item. **Contractor shall also include replacement button and reflector delineators in the striping inventory to be submitted as described herein.**

For areas to receive a Rejuvenating Fog Seal, Markers, pavement legends and striping are not removed, but handled in accordance with the specification section Rejuvenating Fog Seal.

MEASUREMENT & PAYMENT

Removal of Traffic Striping (Including Parking & All Raised Pavement Markers) will be measured and paid for at the Lump Sum cost. The lump sum cost shall include all costs associated with the preparation of a detailed Traffic Striping (Including Parking & All Raised Pavement Markers) Inventory, no parking notifications, removal of existing Traffic Striping (Including Parking & All Raised Pavement Markers), vacuuming, storage and proper disposal of waste materials as shown on the plans, and described in these specifications and details.

D2.5 BID ITEM 5 - GRIND AND REPLACE AC PAVEMENT (0.3' DEPTH)

CONSTRUCTION MATERIALS

Asphalt concrete shall comply with the requirements as set forth by 203-6 of the SSPWC and shall be as follows, unless otherwise indicated:

Asphalt Concrete	PG 64-10	1/2" maximum-medium
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GRIND CONSTRUCTION METHOD

All work shall conform to the requirements as set forth by 302-1 of the SSPWC.

Any lip greater than 1" shall be paved back with hot-mix AC or ramped with cold-mix AC at a slope no steeper than 4H:1V prior to the end of the work day in which the grinding was performed. If the lip is perpendicular to traffic flow, signs shall be placed to warn traffic of the bump in the surface. All cold-mix AC shall be removed prior to placement of permanent materials. Placement of hot-mix pave back or cold-mix AC ramp for grinding operations is included in this item.

Grinding shall be cut and loaded in same operation. Sweeping (mechanical with internal capture of swept material) shall be performed for the duration of the grinding operation.

The placement of the permanent asphalt concrete material shall follow the grinding operation by not more than ten (10) working days.

Water for grinding shall be provided by the Contractor and shall be considered integral to grinding in terms of payment.

For measurement purposes the total area of grind will be based on work required to grind pavement to required depth of 0.30' as shown per project plans to receive the final overlay regardless of the number of individual passes needed to obtain said depth.

The waste material generated under this operation shall become the property of the Contractor and the waste material shall be removed from the site and disposed of in a proper and legal manner.

INSTALL AC PAVEMENT CONSTRUCTION METHOD

All work shall conform to 302-5 of the SSPWC. Such work shall include controlling nuisance water, watering, and removing loose and broken asphalt concrete pavement and foreign material as specified or as required by the Engineer.

The exposed edges of the existing pavement surfaces shall be painted with an asphalt tack coat in accordance with 302-5.4 of the SSPWC.

MEASUREMENT & PAYMENT

Grinding and replacing AC pavement will be measured and paid for at the contract unit price per square foot as provided in 302-1.11 and 302-1.12 of the SSPWC. The unit price paid per square foot includes all costs for cold milling existing pavement to the depth required for preparation of AC overlay regardless of the number of passes needed to obtain grade, per plans, specifications and details, placement and removal of cold mix material, if required. All costs associated with such transportation and disposal shall be included in the unit price for grinding AC pavement. Contract unit price per square foot shall also include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in subgrade preparation, furnishing and placing tack coat, furnishing, placing and compacting AC Pavement to the lines and grades established per the plans, specification and details, complete and in place.

D2.6 BID ITEM 6 - INSTALL TYPE II MICROSURFACE; 22 LB

The Type II Micro-Surfacing work performed in connection with Cape Seal (dual application of seal coats) shall conform to the provisions in Section 37 of the Caltrans Standard Specification (2010), the Technical Specifications, and these Special Provisions.

Type II Micro-Surfacing shall meet the requirements of the Technical Specifications. The Contractor shall submit the mix design to the Engineer for approval prior to placement.

The Type II Micro-Surfacing application shall in all cases be used in a cape seal (dual application of seal coats) over Rejuvenating Scrub Seal (Grading Type A ¼" x #10) premium aggregate. The Type II Micro-Surfacing shall conform to Section 37-2 of Caltrans Standard Specification (2010) and these Special Provisions and Technical Specifications. The specifications for Rejuvenating Scrub Seal (Grading Type A ¼" x #10) are detailed separately in these Special Provisions.

The contract unit price per square Yard paid for Type 2 Micro-Surfacing shall include full compensation for furnishing labor, materials, tools, equipment and incidentals, traffic control, notifying property owners, and for doing all the work involved in micro-surfacing, complete-in-place, including cleaning the surface, mixing and applying asphaltic emulsion on the pavement, and protecting the seal until it has set, as shown on the plans, State Standard Specifications, these Special Provisions and Technical Specifications, and as directed by the Engineer. Payment for the Type 2 Micro-Surfacing shall be included in the contract unit price per square Yard for Type 2 Micro-Surfacing as listed in the Proposal and no additional compensation shall be made. The tonnage shall be based on a minimum of 22 pounds per square yard of Type 2 Micro-Surfacing placed.

D2.7 BID ITEM 7 - INSTALL PMRE REJUVENATING FOG SEAL

Technical Specification: Polymer Asphalt Surface Sealer (Rejuvenating Fog Seal) (Diluted 1:1)

Description: The Rejuvenation Seal is an acceptable means of applying emulsion to asphalt surfacing not only adding oils that soften the existing asphalt binders but also add additional asphalt binder that is intended to seal and improve the flexibility of the binder and reduce the likelihood of future cohesive failure.

This product is intended to be beneficial in situations where the surface has an open texture; the aggregate is firmly embedded in the asphalt; asphalt surface cracking is not evident; the existing binder is brittle and oxidized from age; and the PCI (Pavement Condition Index) is above 70.

The intended use of this product is to extend the life of the existing surfacing without applying a more costly asphalt surface treatment such as an unnecessary slurry seal before it is needed.

Scope of Work: The intent of this guideline is to aid in the design, test methods, quality control, measurement and payment procedures for the application of a rejuvenating seal where the rejuvenating seal is determined to be the most cost effective means of treating the existing street surfaces.

A representative of the approved product shall be on the job site to insure quality control, and determine the proper material and application rate is being applied per manufacturer's specifications, and in accordance with these Special Provisions. The application rate shall be determined by performing a Ring Test.

The application of the "Rejuvenating Seal shall include full compensation for furnishing all labor materials, equipment and incidentals on the predetermined streets in this project.

Preparation: Immediately prior to the application of the rejuvenating seal operations, the Contractor shall sweep the entire surface with vacuum assisted power brooms.

Drain inlets shall be protected and no means which could allow materials into the storm drain or rock walls will be permitted. The curing of the rejuvenating seal shall be as recommended by the manufacturer and/or the Engineer such that a street may be open to traffic without damage to the surfacing (Contractor shall provide delineators for traffic safety until sealing at each respective location is complete).

The rejuvenating seal shall be applied to all asphalt surfaces unless otherwise specified.

The Contractor shall protect all reflective and non-reflective traffic buttons and markers prior to applying the rejuvenator. Masking or other approved methods of protection may be used. The Contractor apply new thermoplastic traffic striping, legends, crosswalks and pavement markings per these specifications.

Concrete curbing and gutter pans must be shielded from the application of the Rejuvenation Seal. The Contractor must preserve all surfaces not intended for sealing, and must be responsible for the removal of seal material that has been applied to any unintended surface. Clean up will be the responsibility of the contractor at no additional cost to the City.

Before the rejuvenator is applied in an area **all** manhole covers, flushing inlet covers, monument covers, and all other utility covers to remain shall be protected from the Contractor's sealing operations by applying a sheet of plastic, cut to fit, or placing a plastic bag over the exposed facilities or other methods approved by the Engineer. All traces of plastic shall be removed from all covers of facilities and other utility covers **as quickly as possible** after the application of the seal and definitely prior to final acceptance. Contractor shall replace or clean at his or her own expense any damaged or oil stained items within the construction limits.

Application: PASS[®] QB shall be applied at a rate ranging from .07 gal / S.Y. - .10 gal / S.Y. (.316 L/ m² – .452 L/m²). The final rate of application will be jointly determined by the engineer, contractor and the vendor. The rejuvenator shall be applied when ambient temperature is above forty (40) degrees Fahrenheit and the weather forecast should be for sun and highs in the near sixty (60) degrees Fahrenheit and no rain forecast for the next twenty four (24) hours after the seal has been applied. The seal shall not be placed if the ambient temperature during the curing period twenty four (24) hours is expected to be below twenty-five (25) degrees Fahrenheit. Polymer Modified Rejuvenating Seal shall not be placed on the surface of a street after 4:00 p.m. of the work day unless otherwise authorized by the Engineer.

The rejuvenator shall be heated at a temperature above one hundred (140) degrees but not to exceed one hundred and fifty (170) degrees at application. For smaller areas the emulsion may be applied with a wand.

The surface temperature of the existing pavement shall be less than one hundred and fifty degrees (150⁰) Fahrenheit during the application and the two (2) hour curing period of the "Rejuvenating Seal". To conform to the surface temperature requirements during the summer months, the application of the "Rejuvenating Seal" surface treatment shall be applied at selective hours of the day. These hours may range from early morning to evening work. The Contractor must use all means available, such as the weather service and constant surface temperature monitoring to develop his/her daily work schedule.

MATERIAL: Polymer Asphalt Surface Sealer

The asphalt emulsion shall be a polymer modified rejuvenating Emulsion with a latex polymer, rejuvenating agent and asphalt and shall meet the following specifications. The polymer shall be PA-AS- 1 a product of Polymer Science of America or approved equal.

Section I.

Test on Emulsion	Method	Specification
Viscosity @77 (SFS)	ASTM D244	20 - 100
Residue, w%, minimum.	ASTM D244	65
pH	ASTM E70	2.0-5.0
Sieve, w%, max.	ASTM D244	0.1
Oil distillate, w%, max.	ASTM D244	0.5
Test on Residue ⁽¹⁾		
Viscosity @ 140°F, (P), maximum.	ASTM D2171	5000
Penetration @ 39.2°F, minimum.	ASTM D5	40
Elastic Recovery on residue by distillation, %, minimum.	AASHTO T59, T301 (1,2)	45
Test on Latex:		
Specific Gravity (minimum)	ASTM 1475	1.08
Tensile strength, die C dumbbell, psi, minimum	ASTM D412 ⁽³⁾	500
Swelling in rejuvenating agent, % maximum; 48 hours exposure @ 104°F	ASTM D471 ⁽⁴⁾ Modified	40% intact film
Test on rejuvenating agent:		
Flash point, COC , °F	ASTM D92	> 380
Hot Mix Recycling Agent Classification	ASTM D4552	See Section II

Product Specification: (CONCENTRATE)

- ⁽¹⁾ Exception to AASHTO T59: Bring the temperature on the lower thermometer slowly to 350° F plus or minus 10° F. Maintain at this temperature for 20 minutes. Complete total distillation in 60 plus or minus 5 minutes from first application of heat.
- ⁽²⁾ Elastic Recovery @ 10° C (50° F): Hour glass sides, pull 20 cm, hold 5 minutes then cut, let sit 1 hour.
- ⁽³⁾ Tensile Strength Determination: Samples for testing for tensile strength in accordance with ASTM D412 shall be cut using a die dumbbell at a crosshead speed of 20 in/min.
- ⁽⁴⁾ Latex Testing: Suitable substrate for film formation shall be polyethylene boards, silicone rubber sheeting, glass, or any substrate which produces a cured film of uniform cross-section. Polymer film shall be prepared from latex as follows:
Resistance to Swelling: Polymer films shall be formed by using a 50 mil drawdown bar and drawing down 50 mils of the latex on polyethylene boards. Films shall be cured for 14 days at 75°F and 50% humidity. Samples for resistance to swelling in rejuvenating agent shall be 1” by 2” rectangles cut from the cured film. Cut at least 3 specimens for each sample to be tested for swelling. Fill 3- 8 oz ointment tins with at least a ½” deep of rejuvenating agent. Swelling samples shall be weighed and then placed in the ointment tins on top of the rejuvenating agent. Then, add at least another ½” deep of rejuvenating agent over each of the latex samples. The ointment tins shall be covered and placed in an oven at 104°F for the specified 48 hours +/- 15 minutes. The ointment tins are allowed to cool to 75°F and then the latex films are removed from the tins. Unabsorbed rejuvenating agent is removed from the intact latex film by scraping with a rubber policeman and blotting with paper towels. If the latex film does not remain intact during removal from the tins or while removing the unabsorbed rejuvenating agent the sample shall be rejected. After the rejuvenating agent is removed from the samples they are then weighed. Percent swelling is reported as weight increase of the polymer film; report mass increase as a percent by weight of the original latex film mass upon exposure of films to the recycling agent.

Section II - Recycling Agent

The recycling agent shall meet the following specification:

Test	Specification
Viscosity, 140F, CST	50-175
Flash Point, F, COC	380 Min.
Saturate, % by wt.	30 Max
Asphaltenes	1.0 Max.
Test on Residue	
Weight Change, %	6.5 Max.
Viscosity Ratio	3 Max

Section III- Material Certifications and Testing

The emulsion manufacturer shall submit to the agency certification that the emulsion meets the specification. The latex manufacturer through the emulsion supplier shall submit to the agency test results from an accredited laboratory certification that the latex is compatible in a cationic solution and meets the required specifications and that it is supplying the latex specified for this contract. The agency will not accept test results dated more than 90 days from the date of bid opening.

The refinery refining the recycling agent, through emulsion supplier shall submit to the agency test results on the recycling agent and certification that the recycling agent meets the required specifications.

Polymer film's required for testing must be prepared in accordance with this specification by a laboratory with an IAS ISO 17025 accreditation. The polymer films used for testing shall be derived from the same 1 quart sample received from the manufacture of the latex. The swell test, tensile test and specific gravity test shall be certified and performed by the same laboratory. The refinery manufacturing the recycling agent shall submit to the laboratory testing the latex a one quart sample of the recycling agent for use in the swell test.

Certifications and test results on the latex and the recycling agent shall be submitted and **attached to the bid proposal.**

Certifications and test results on the emulsion must be submitted to the agency and approved by the agency 5 days prior to supplying material.

Prior to and during the project the agency may require one quart samples of both the finished emulsion and the latex used in the emulsion. The agency will be allowed to withdraw samples from the supplier's storage tanks and submit to the agency designated laboratory for testing. All testing shall be at the Agency's expense.

MEASUREMENT & PAYMENT

Furnishing and placing Rejuvenating Fog Seal will be paid for at the contract price per Square Yard. The contract unit price per square yard shall include full compensation for all labor and materials, tools, equipment and incidentals required for all work associated with surface preparation, including weed abatement/removal, sweeping, vacuuming, pre-watering, protection of existing manholes, water valve covers, or other non-asphalt surfaces in roadway, disposal of materials utilized to protect non-asphalt surfaces in a proper and legal manner, slurry seal placement as per plans, specifications and details, complete and in place.

D2.8 BID ITEM 8 - REJUVINATING SCRUB SEAL (GRADING TYPE A 1/4" X #10)

GENERAL

(PASS® MAX-CR) Polymer Asphalt Surface Sealer system shall be used. The work shall consist of but not limited to furnishing all labor, materials, equipment and transportation for the application of the Polymer Modified Asphalt Surface Sealer. Application of aggregate to conform with these Special Provisions unless otherwise specified herein. The work shall be done in the following order: Preparing the pavement surface; applying the Polymer Modified Asphalt Surface Sealer and scrubbing the applied emulsion sealer with a scrub broom as specified herein; applying aggregate, brooming the aggregate with a secondary broom when specified, rolling the aggregate; and sweeping up and disposing of excess aggregate off of the job site.

Preparation

Prior to the Scrub Seal operation on city streets the Contractor shall remove any and all vegetation within the limits of the scrub seal by applying an approved herbicide. On rural county or state highways the use of herbicides will be done at the discretion of the Engineer.

The herbicide shall be applied at least 10 days prior to the chip seal operation, or as directed by the manufacturer of the approved herbicide. Reward and Round Up are pre-approved herbicides. All other herbicides shall be submitted by the contractor for approval by the Agency, and shall be certified for use in the State of California for the specific use intended. The application of the herbicide shall be performed in accordance with all applicable regulations. Any and all fines or clean-up costs for unlawful misuse or discarding of herbicides shall be the sole responsibility of the Contractor. Mixtures and spread rates for the herbicides shall be determined by the manufacturer's specifications. Wash down of equipment or discarding of herbicides shall not enter the catch basins or positive drainage facilities.

Prior to the Scrub Seal operation, the Contractor shall remove all existing thermoplastic striping, thermoplastic legends and raised pavement markers within the scrub seal limits. When removing the raised pavement markers the Contractor shall remove excessive adhesive left on pavement caused from the removal of raised pavement markers. Removal shall be done to the satisfaction of the Engineer.

Prior to the Scrub Seal operation, all personnel covers, drain inlet covers, monument covers, and all other utility covers shall be protected from the Contractor's scrub seal operations by applying a sheet of plastic, cut to fit, or placing a plastic bag over the exposed facilities or other methods approved by the Engineer. All traces of plastic, residual emulsion and chips shall be removed from all personnel covers, drain inlet covers, monument covers, and all other utility covers as quickly as possible, after the application of the scrub seal and/or prior to final acceptance of the project.

Immediately prior to the scrub sealing operations, the Contractor shall sweep the entire surface with vacuum assisted power brooms on city streets and kick brooms on county and state highways when approved by the Engineer. Areas that have been patched shall receive a fog seal at the discretion of the engineer.

Contractor shall furnish a computer generated schedule for the work, listing the dates on which individual streets or locations are to be closed to traffic for surfacing. The Contractor shall adhere diligently to work schedule in the prosecution of the work. The Contractor must submit a traffic control plan for the project to the Engineer for approval.

At least 48 hours prior to the beginning of scrub seal operations, the Contractor shall notify all affected property owners, residents, businesses and agencies by an approved, written notice detailing streets and limits of work to be done and the hours of work. At least 48 hours prior to the beginning of scrub seal operations, the Contractor shall post all streets that are to be worked upon with approved "No Parking – Tow Away" signs at one hundred (100) feet intervals. These signs shall also state the day of the week and hours of no parking. If the work is not completed on the day scheduled, the Contractor shall re-notify and re-post the affected streets as stated above.

Pre-Qualification

The Contractor shall: **a)** have had a minimum of three (3) years experience in the application of the Polymer Modified Asphalt Surface Sealer as applied to scrub-seal; and **b)** have successfully completed at least three (3) scrub Seal projects utilizing the scrub-broom to the satisfaction of their clients.

Application

All incidental work such as surfacing of driveway aprons and returns shall be done concurrently with the surfacing of the street proper. The scrub seal shall be applied 0"-4" from the lip of the gutter. Where a curb exists without gutter, the scrub seal shall be applied 0"-4" from the face of curb when receiving a cape. If a cape is not specified then the scrub seal shall be placed from edge of pavement to edge of pavement. Where no curb or gutter exists, the scrub seal shall be applied from edge of pavement to edge of pavement. The edges of the limits of the scrub seal application on both sides of the street shall be maintained in a neat and uniform line. Scrub seal shall not be applied on concrete gutters or pads unless directed by the Engineer.

The application of Polymer Modified Asphalt Surface Sealer shall be applied when ambient temperature is above forty (40) degrees Fahrenheit and rising. The polymer modified asphaltic rejuvenating emulsion shall not be placed if the ambient temperature during the twenty four curing period (24) hours is expected to be below twenty-five (25) degrees Fahrenheit. The termination time of application shall be determined by the Engineer.

The areas to be scrub sealed shall have the Polymer Modified Asphalt Surface Sealer applied with a distributor truck to the pavement surface at a rate of 0.25 to 0.40 gallons per square yard. For cul-de-sacs, turnout pockets, elbows and curve returns the use of the scrub broom will not be required. The actual emulsion sealer application rate required will be determined by the pavement surface condition and aggregate the aggregate used. Recommended application rate ranges for both aggregate and emulsion are shown in **Table I** below. The actual application of the emulsion sealer shall be determined by the manufacturer's representative and / or the Engineer.

The Polymer Modified Asphalt Surface Sealer temperature when applied shall be at a minimum of 110 degrees Fahrenheit. For smaller areas the emulsion sealer may be applied with a wand. The emulsion sealer shall be immediately broomed to fill cracks and voids. The emulsion scrub broom shall be as described below:

SCRUB BROOM EQUIPMENT (Exhibit A): Immediately following the application of the emulsion sealer to the road surface, the material shall be scrubbed with a scrub broom for the purpose of forcing the emulsion sealer into the existing surface and distributing the emulsion sealer evenly over variable road surface contours.

The scrub broom frame shall be constructed of metal. The scrub broom shall be attached to and pulled by the distributor truck. The scrub broom must be equipped with the means to mechanically raise and lower the scrub broom off and onto the road surface at designated points of completion and start up. It shall be tow able in the elevated position to the next area of construction. The weight of the broom assembly shall be such that it does not squeegee the emulsion sealer off the roadway surface.

The main body of the scrub broom shall be a **minimum** of 6'-9" wide and 8'-0" (ft) deep. The maximum width of the rigid frame at any point shall not exceed 8'-0". The depth shall not exceed 10'-0" The nearest and furthest members, paralleling the back of the spreader truck, and diagonal members shall be equipped with street brooms. **The leading member and the trailing member shall have broom heads angled at 15 degrees off the centerline of the supporting member.** The diagonal members shall have broom heads attached in line with the centerline of the supporting member. Each individual street broom attached to the scrub broom assembly shall be 3 1/2" w x 6 1/2" h x 16" L and have stiff nylon bristles. Bristle height is to be maintained at a minimum of 5". The scrub broom shall be equipped with a min. of 2- hinged wing assemblies attached to the main body not to exceed 4'-6" (ft) in total per side, with diagonals and equipped with street brooms. The purpose of the maximum rigid frame width and the hinged wing extensions is not only for

maximum width of 16' (ft) but to maintain the scrubbing process evenly as contours and cross-sections change across the existing road surface .

NOTE: The contractor shall supply a scrub broom as described for the purpose of scrubbing the Polymer Modified Asphalt Surface Sealer. If the Contractor fails to supply the scrub broom specified, the project shall be shut down until the contractor supplies the required equipment in full operation. Shut downs resulting from the failure to provide this specified scrub broom shall not excuse the Contractor from the provisions of contract working days.

The application of the Polymer Modified Asphalt Surface Sealer and the scrub broom operation shall cease 40' (ft) prior to the end of the street section or intersection. The remaining emulsion sealer shall be drug out by the scrub broom, and the remaining emulsion sealer required to complete the pass shall be applied only by the spread truck (boot truck), at the specified rate.

Immediately following the scrubbing of emulsion sealer, aggregate shall be applied at the rate specified. The rate shall be adjusted up or down so that no "bleed through" occurs during rolling.

The aggregate shall be spread evenly by a mechanical spreader. Aggregate ¼"X #10 or less shall be broomed with a SECONDARY AGGREGATE BROOM to fill all cracks and voids, unless otherwise directed by the Engineer. The SECONDARY AGGREGATE BROOM when used must be equipped with the means to mechanically raise and lower the broom off and onto the road surface at designated points of completion and start up. The design shall be similar in design to that of the emulsion broom. The exception would be that the internal diagonal members shall be used for stiffness and shall not have broom heads attached to the cross members. It shall be pulled by a vehicle following the aggregate spreader to ensure even distribution of the aggregate, and penetration of the aggregate into the cracks. The weight of the broom assembly shall be such that it does not roll or turn the aggregate that is set in the emulsion sealer. The use of the SECONDARY AGGREGATE BROOM can be used immediately after the application of the chips or after rolling. The sequence of operation will be determined by the Engineer.

The aggregates screenings rate of application and corresponding emulsion spread rates shall conform to the following as shown in Table I below.

Table I

<u>Aggregate Application Rate</u>	<u>Emulsion Spread Rate</u>
For Grading A = 18 – 24 lbs / sy	.23 gals / sy - .26 gals / sy (Greenfield)
For Grading B = 23– 27 lbs / sy	.26 gals / sy - .31 gals / sy
For Grading C = 25 – 31 lbs / sy	.29 gals / sy - .38 gals / sy

A minimum of two self-propelled pneumatic-tired rollers shall be used for the required rolling of the aggregate. The pneumatic-tired rollers shall be in good working condition and actively rolling at all times during the scrub seal operation. The pneumatic-tired rollers shall be a minimum 5 tons. The pneumatic-tired rollers shall be operated in such a manner to prevent the dislodging of newly applied aggregate.

Power sweeping shall be done before the end of the day after scrub seal operation to remove any excess loose aggregate. During the sweeping process the Contractor shall use a backpack blower to clear driveways, gutters and sidewalks of excess aggregate at the end of each day until the street is micro surfaced. **The Contractor shall wait a minimum of one day after the scrub seal application before applying other surface treatments as specified.**

The Contractor shall exercise care to prevent oil from being deposited on concrete surfaces. Each day the Contractor shall remove oil from the surfaces not designated to caped. No additional streets shall be scrub sealed until this clean up has been performed. The method of the oil removal shall be approved by the Engineer.

Contractor shall install temporary raised pavement markers once the scrub seal is cured until the roadway surface is ready for permanent raised pavement markers.

Stockpile Sites and Construction Zone

The sites for stockpiling shall be clean and free of objectionable materials and shall be located outside the street right-of-way. Arrangements for these sites shall be the responsibility of the Contractor. If on private property, a written agreement shall be provided to the Engineer prior to commencing operations. For purposes of this contract the construction zone is defined to be the stockpile area, the area to be sealed, and all streets and public rights-of-way in between.

Equipment

The following equipment to be used for the scrub-seal shall be as follows

- A. An asphalt distributor for application of the emulsion sealer shall have a full circulation spray bar that is adjustable to at least sixteen (16) feet wide in two (2) feet increments and capable of heating and circulating the emulsion simultaneously. It must have computerized rate control for adjusting and controlling the application from the cab that is adjusting by .01 gallons per square yard increments. The distributor shall also be equipped with a volume measuring device and a thermometer for measuring the emulsion temperature in the tank.
- B. A SCRUB BROOM as described herein shall be used to scrub the emulsion sealer after application.
- C. A self-propelled aggregate spreader with front discharge that can evenly distribute aggregate.
- D. A minimum of two (2) pneumatic rollers weighing at least five (5) tons each.
- E. Two (2) mechanically powered kick-brooms or vacuum type brooms.
- F. A back pack blower for removing excess chips during the sweeping operation.

Material:

PASS[®] CR Polymer Asphalt Surface Sealer

The asphalt emulsion shall be a polymer modified rejuvenating Emulsion with a latex polymer, rejuvenating agent and asphalt and shall meet the following specifications. The polymer shall be PA-AS- 1 a product of Polymer Science of America.

Section I. Product Specification:

. Section I. Product Specification:

Test on Emulsion	Method	Specification
Viscosity @50° C (SFS)	ASTM D244	50 - 400
Residue, w%, minimum.	ASTM D244	65
pH	ASTM E70	2.0-5.0
Sieve, w%, max.	ASTM D244	0.1
Oil distillate, w%, max.	ASTM D244	0.5
Test on Residue⁽¹⁾		
Viscosity @ 60° C, (P), maximum.	ASTM D2171	5000
Penetration @ 4°C, minimum.	ASTM D5	40
Elastic Recovery on residue by distillation, %, minimum.	AASHTO T59, T301 ^(1,2)	45

Asphaltenes, % min.	ASTM D2007	24
<u>Test on Original Base Asphalt before emulsification</u> ⁽⁵⁾		
Dynamic Shear, G*/sin δ, Test Temp 76°C @ 10 rad/s, kPa	AASHTO T-315	1.0 min
Test on Rolling Thin Film Residue	AASHTO T-240	
Dynamic Shear, G*/sin δ, Test Temp 76°C @ 10 rad/s, kPa	AASHTO T-315	2.20 min
Test on Residue from Pressure Aging Vessel @ 100°C	AASHTO R-28	
Dynamic Shear, G*/sin δ, Test Temp 34°C @ 10 rad/s, kPa	AASHTO T-315	5000 max
Creep Stiffness, S, Test Temp -6°C @ 60 sec, MPa	AASHTO T-313	300 max
Creep Stiffness, m-value, Test Temp -6°C @ 60 sec	AASHTO T-313	0.300 min
Asphaltenes, % min.	ASTM D-2007	30
<u>Test on Latex:</u>		
Specific Gravity (minimum)	ASTM 1475	1.08
Tensile strength, die C dumbbell, psi, minimum	ASTM D412 ⁽³⁾	500
Swelling in rejuvenating agent, % maximum; 48 hours exposure @ 104°F	ASTM D471 ⁽⁴⁾ Modified	40% intact film
<u>Test on rejuvenating agent:</u>		
Flash point, COC, °F	ASTM D92	> 380
Hot Mix Recycling Agent Classification	ASTM D4552	See Section II
Application Temperature Range	Fahrenheit	40 -115

⁽¹⁾ Exception to AASHTO T59: Bring the temperature on the lower thermometer slowly to 350° F plus or minus 10° F. Maintain at this temperature for 20 minutes. Complete total distillation in 60 plus or minus 5 minutes from first application of heat.

⁽²⁾ Elastic Recovery @ 10° C (50° F): Hour glass sides, pull 20 cm, hold 5 minutes then cut, let sit 1 hour.

⁽³⁾ Tensile Strength Determination: Samples for testing for tensile strength in accordance with ASTM D412 shall be cut using a die dumbbell at a crosshead speed of 20 in/min.

⁽⁴⁾ Latex Testing: Suitable substrate for film formation shall be polyethylene boards, silicone rubber sheeting, glass, or any substrate which produces a cured film of uniform cross-section. Polymer film shall be prepared from latex as follows:

Resistance to Swelling: Polymer films shall be formed by using a 50 mil drawdown bar and drawing down 50 mils of the latex on polyethylene boards. Films shall be cured for 14 days at 75°F and 50% humidity. Samples for resistance to swelling in rejuvenating agent shall be 1" by 2" rectangles cut from the cured film. Cut at least 3 specimens for each sample to be tested for swelling. Fill 3- 8 oz ointment tins with at least a ½" deep of rejuvenating agent. Swelling samples shall be weighed and then placed in the ointment tins on top of the rejuvenating agent. Then, add at least another ½" deep of rejuvenating agent over each of the latex samples. The ointment tins shall be covered and placed in an oven at 104°F for the specified 48 hours +/- 15 minutes. The ointment tins are allowed to cool to 75°F and then the latex films are removed from the tins. Unabsorbed rejuvenating agent is removed from the intact latex film by scraping with a rubber policeman and blotting with paper towels. If the latex film does not remain intact during removal from the tins or while removing the unabsorbed rejuvenating agent the sample shall be rejected. After the rejuvenating agent is removed from the samples they are then weighed. Percent swelling is reported as weight increase of the polymer film; report mass increase as a percent by weight of the original latex film mass upon exposure of films to the recycling agent.

⁽⁵⁾ Note original base asphalt shall be modified with natural occurring asphalt and not be chemically modified or polymer modified.

Section II - Recycling Agent

The base asphalt shall contain a minimum of 15% recycling agent of the residual asphalt and shall meet the following specification:

Test	Specification
Viscosity, 140F, CST	50-175
Flash Point, F, COC	380 Min.
Saturate, % by wt.	30 Max
Asphaltenes	1.0 Max.
Test on Residue	
Weight Change, %	6.5 Max.
Viscosity Ratio	3 Max

Section III – Gilsonite Modifier

The base asphalt shall contain a minimum of 7.5% Gilsonite of the residual asphalt and shall meet the following specification:

Test	Test Result	Method
Color in Mass	Black	visual
Color on streak or Powder	Brown	visual
ASH Content, wt.%	1.54	ASTMD-271-70 Modified
Moisture Content, wt.%	.1	ASTMD-3173
Softening Point deg. F	355	ASTME-28-92, Appendix 1
Sizing % retained cumulative	49.2	ASTME-11-95 (150 MESH)

Section IV- Material Certifications and Testing

The emulsion manufacturer shall submit to the agency certification that the emulsion meets the specification. The latex manufacturer through the emulsion supplier shall submit to the agency test results from an accredited laboratory certifying that the latex is compatible in a cationic solution and meets the required specifications and that it is supplying the latex specified for this contract. The agency will not accept test results dated more than 90 days from the date of bid opening.

The refinery refining the recycling agent, through emulsion supplier shall submit to the agency test results on the recycling agent and certification that the recycling agent meets the required specifications.

Polymer film’s required for testing must be prepared in accordance with this specification by a laboratory with an IAS ISO 17025 accreditation. The polymer films used for testing shall be derived from the same 1 quart sample received from the manufacture of the latex. The swell test, tensile test and specific gravity test shall be certified and performed by the same laboratory. The refinery manufacturing the recycling agent shall submit to the laboratory testing the latex a one quart sample of the recycling agent for use in the swell test.

The supplier of the Gilsonite, through emulsion supplier shall submit to the agency test results on the Gilsonite and certification that the material meets the required specifications and that it is supplying the Gilsonite for this contract.

Certifications and test results on the latex, the recycling agent, Gilsonite and emulsion shall be submitted and **attached to the bid proposal**.

During the project the agency may require one quart samples of each the finished emulsion, the latex used in the emulsion and the **original base asphalt** before emulsification. The supplier will submit to the agency designated laboratory for testing. All testing shall be at the Agency's expense.

Aggregate:

The Aggregate Screenings shall conform to the following requirements prior to placing on the roadway.

***Screening Aggregates – shown by Grading Type and % passing**

Grading		A	B	C
		1/4 X #10	5/16 X #8	3/8 X #6
1/2	(12.5 mm)	100	100	100
3/8	(9.5 mm)	100	100	90 - 100
#4	(4.75mm)	60 - 80	35 - 55	5 - 20
#8	(2.36mm)	0 - 15	0 -10	0 - 7
#16	(1.18mm)	0 - 5	0 - 5	0 - 5
#30	(600 um)	0 - 4	0 - 4	0 - 4
#200	(75 um)	0 - 3	0 - 3	0 - 3

* Grading Type shall be that specified in the Bid Schedule

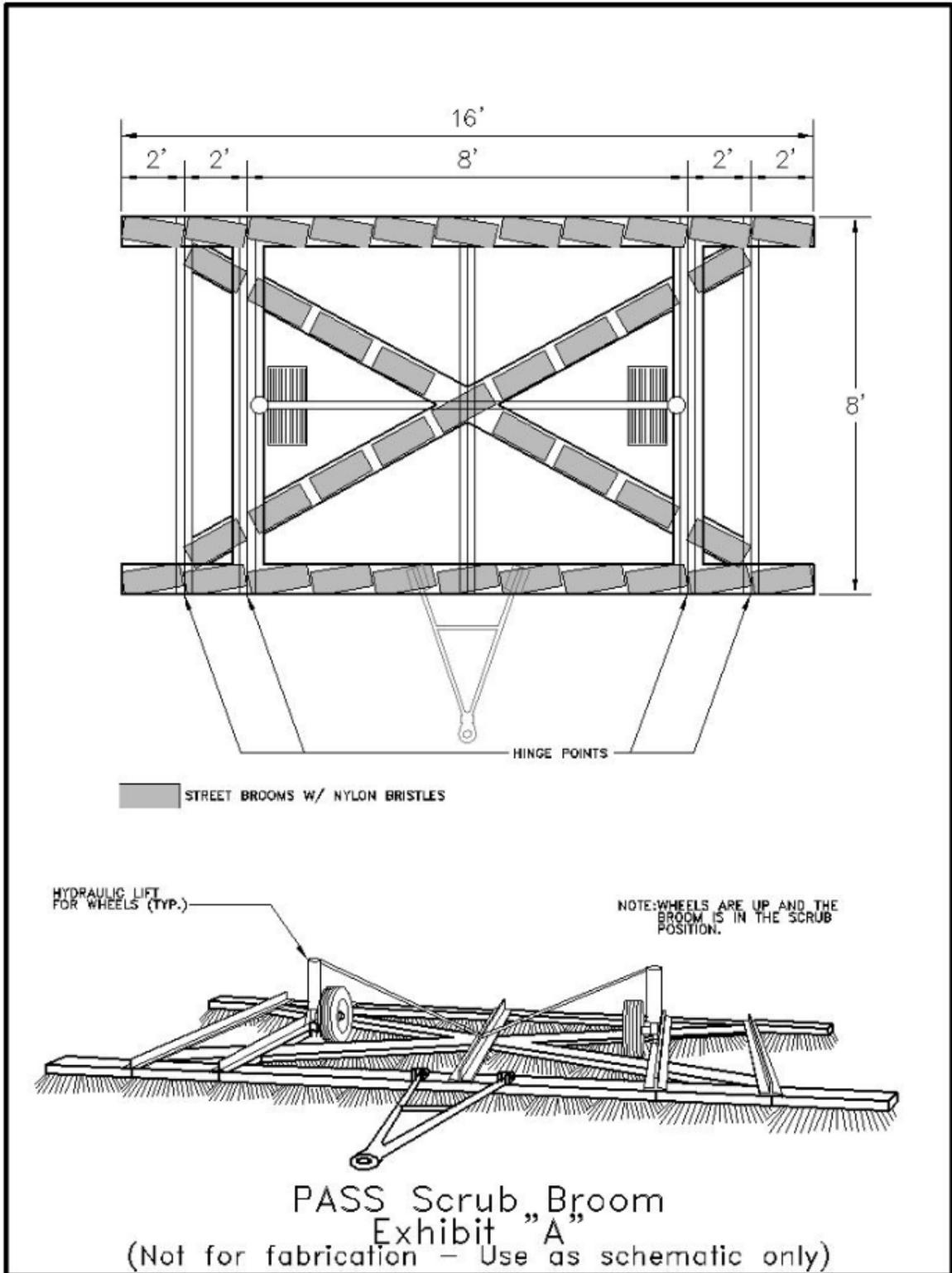
Screenings shall also conform to the following quality requirements:

Test	California Test	Requirements
Los Angeles Rattler Loss at 500 rev. (max.)	211	40%
Cleanness Value (min.)	227	80
Percentage of Crushed Particles	205	100%

PAYMENT

Basis for rejection of scrub seal includes, but is not limited to, improper placement of material, striation of surface, "balling" of material due to quick-set, uncleaned spills and tracks of vehicles, bicycles and pedestrians.

Payment for REJUVINATING SCRUB SEAL 5/16" shall be paid for per square yard and shall include full compensation for furnishing labor, materials, equipment and incidentals, parking space oil removal, vegetation removal, pre-sweeping, post-sweeping, posting no parking signs, notifying property owners and for doing all the work involved in constructing Polymer Modified Asphalt Surface Sealer Scrub Seal, complete-in-place, including cleaning of the surface, mixing and applying the emulsion sealer on the pavement and protecting the seal coat until it has set, as shown on the Plans, the Standard Specifications, these Special Provisions and as directed by the Engineer.



D2.9 BID ITEMS 9,10,11,12,13 INSTALL EXITING WITH NEW – THERMOPLASTIC CROSSWALKS, THERMOPLASTIC STOP BARS AND STOP LEGENDS, THERMOPLASTIC MISCELLANEOUS LEGENDS, RAISED PAVEMENT MARKERS, THERMOPLASTIC PAVEMENT TRAFFIC & BIKE LANE STRIPING, PARKING DELINEATION (PER CONTRACTORS INVENTORY OF STRIPING)

CONSTRUCTION MATERIALS

Traffic striping and pavement marking materials shall be per the City of Salinas Standard Details for Thermoplastic Striping contained in the Plans.

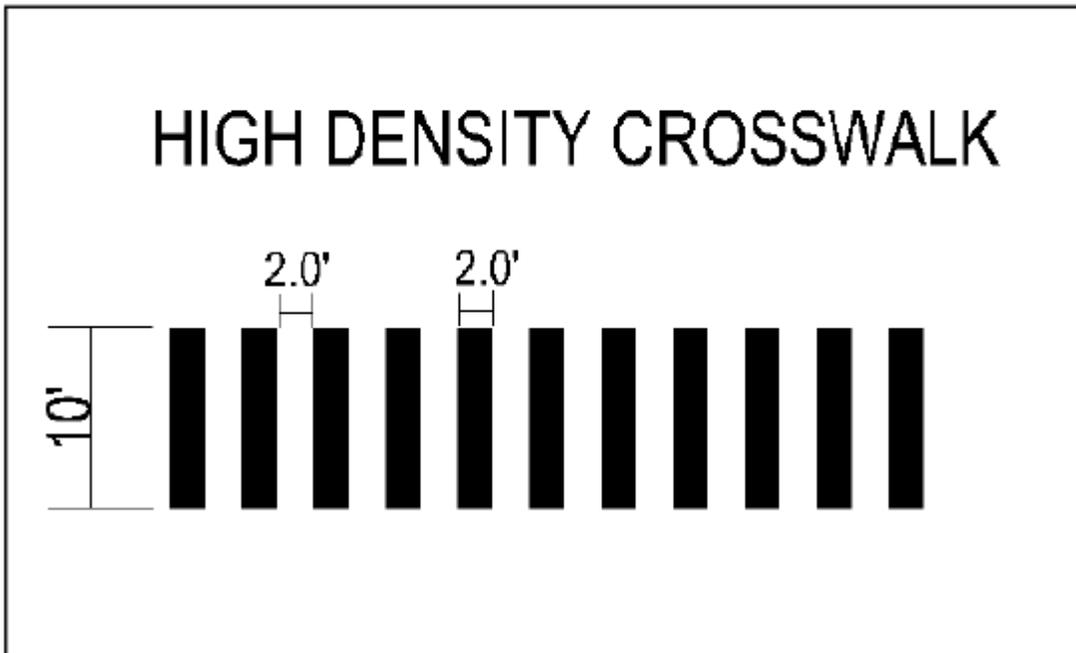
CONSTRUCTION METHOD

The Contractor shall make their own inventory of the existing striping and markings of the designated streets within the Project limits of the City of Greenfield and submit a copy of such inventory to the Engineer. Contractor is responsible for verifying all other locations as indicated on the project plans and details. No striping or markings shall be removed or applied until the inventory has been submitted and reviewed by the City Engineer. Plan sheets showing photographs of existing striping and legends to be replaced in kind have been provided but must be verified by the contractor through this inventory requirement. The use of the photographs on the plans provided for restriping existing shall not relieve the Contractor of his/her responsibilities as indicated in this section.

Striping and markings shall conform to the City of Salinas Standard Details for Thermoplastic Striping contained in the Plans. Contractor shall verify that restriping is compatible with placement at location of and over existing striping without conflict or incompatible template footprint.

The intent is to install thermoplastic striping throughout the project.

All crosswalks being applied in this contract represent a new style and standard for the City of Greenfield. Some locales refer to the style as a "High Density Crosswalk" which looks like:



Contractor shall remove the old crosswalks and conflicting legends or pavement markings and apply the new thermoplastic crosswalk. The crosswalk color shall be yellow in school zones and white in other locations.

The Contractor is responsible for protecting all other existing striping and markings on City roads not being seal-coated and in staging areas. The Contractor shall replace striping and markings damaged due to Contractor's operations at no additional cost to the Agency.

In addition to traffic striping and markings, the Contractor is responsible to repaint all public parking stalls, including handicap parking stalls, as shown in the project plans and in the Contractor's inventory. Painting of handicap parking shall include painting of curbs or wheel stops associated with handicap parking stalls

Pavement markers such as lane delineator "buttons" and lane delineation/fire hydrant reflectors shall be re-installed with the traffic striping and pavement markings, and the cost of pavement marker installation shall be included in this line item.

Where necessary, the Contractor shall provide 72 hours notification to adjacent business owners of no parking prior to applications of striping and traffic control required to complete the striping and marking as indicated herein and per plan.

The Contractor shall only close half of a parking lot at any given time to still allow public access.

The Contractor shall paint the wheel stops (or curbs if there are no wheel stops) in all handicap spaces blue.

Note that pavement legends, striping and markers are only to be removed in areas receiving a scrub seal (or cape seal). Areas receiving a rejuvenating fog seal shall have the raised pavement markers protected, and new thermoplastic installed post fog seal application. However, all crosswalks will be removed and replaced to conform with the new City Standard for crosswalks. All new thermoplastic striping shall be installed no sooner than 21 days following pavement rehabilitation, and no later than 28 days. Temporary striping or lane marking tabs shall be provided at all locations in the interim.

MEASUREMENT & PAYMENT

Furnishing and placing of BID ITEMS 9,10,11,12,13 for Install Existing With New – Thermoplastic Crosswalks, Thermoplastic Stop Bars And Stop Legends, Thermoplastic Miscellaneous Legends, Raised Pavement Markers, Thermoplastic Pavement Traffic & Bike Lane Striping, Parking Delineation (Per Contractors Inventory Of Striping) will be paid for at the contract price per lump sum. The lump sum contract unit price shall include full compensation for all labor and materials, tools, equipment, and incidentals required for all work associated with the preparation of existing striping, legend and marker inventory, no parking notifications and postings, traffic control, replacement of existing traffic striping, pavement legends, and pavement markers, replacement of existing parking striping including all striping, marking, and painting of curbs or wheel stops associated with handicap parking stalls, within the Project limits as indicated on the plans, specifications and details, complete and in place.

D2.10 BID ITEM 14 - DEMOBILIZATION AND CLEANUP

The Contractor shall be responsible for all demobilization and cleanup, and shall manage and coordinate the complete demobilization and clean-up of all subcontractors. The Contractor shall not store materials and equipment at the various sites except for those materials and equipment being used at that site. The Contractor shall maintain a clean work environment and clean up each site at the end of each work day. All demobilization and cleanup shall be complete prior to the City releasing final payment. The Contractor shall track all recyclable materials disposed of, per the City permit requirements for the City's Cal Recycle reporting.

MEASUREMENT & PAYMENT

Payment for Demobilization and Cleanup will be made at the contract lump sum price for the complete and entire performance of all work associated with this item of work as described and in accordance with the Specifications of this lump sum item. Such payment shall include all costs associated for all tools, equipment, labor, and incidentals required to furnish materials and complete this work.

D2.11 BID ITEMS 15 & 16 ADDITIVE ALTERNATES

In the event the City desires to increase the areas to receive Rejuvenating Scrub Seal (Grading Type A 1/4" x #10), or PMRE Rejuvenating Fog Seal, these quantities are presented as Additive alternates and will be paid in any quantity up to the quantity indicated at the per SY price indicated by the Contractor.