

# **CITY OF GRAND TERRACE**

COUNTY OF SAN BERNARDINO  
STATE OF CALIFORNIA



## **CONTRACT DOCUMENTS SPECIFICATIONS AND STANDARD DRAWINGS**

**FOR**

## **2020/2021 Annual Road Rehabilitation Project**

**CIP NO. 2021-1**

**January 2021**

- |  |                            |
|--|----------------------------|
| • Issuance of Bid by City                    | January 14, 2021           |
| • Deadline Questions/Clarification Requests  | February 2, 2021 (5:00 pm) |
| • Deadline for Submitting Complete Proposals | February 9, 2021 (2:00 pm) |
| • City Council for Contract Award            | February 23, 2021          |

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## **A. NOTICE INVITING BIDS**

NOTICE IS HEREBY GIVEN that the City Clerk, on behalf of and as authorized by the City Council of the City of Grand Terrace (hereinafter referred to as the "City"), **will receive sealed bids at 22795 Barton Road, Grand Terrace, California, 92313** in care of the City Clerk, **until 2:00 a.m. on Tuesday, February 9, 2021** for the construction of certain public works improvements within the City of Grand Terrace designated as:

### **2020/2021 Annual Road Rehabilitation Project, CIP NO. 21-01**

Bids will be opened and tabulated by or on behalf of the City Clerk at the City Clerk's designated office immediately after **2:00 a.m. on Tuesday, February 9, 2021**. Any bids received after the time specified shall be returned unopened. There will be no pre-bid meeting for this project.

All bids must be in writing, must be sealed in an envelope and addressed to the City, c/o City Clerk, and delivered/mailed to the City at 22795 Barton Road, Grand Terrace, California 92313. Envelope shall be plainly marked in the upper left-hand corner with:

**ATTN: CITY OF GRAND TERRACE c/o CITY CLERK (BIDDER'S NAME & ADDRESS)**

**BID FOR: 2020/2021 ANNUAL ROAD REHABILITATION PROJECT**

**Contractor must have Class "A" license**  
**The Engineer's Estimate is \$850,000**

This project involves the cape seal of 11 streets and one intersection and the pavement rehabilitation of 2 streets throughout the City of Grand Terrace. The project also includes replacement of 4 curb ramps and miscellaneous construction associated with the work.

Each bidder must submit a proposal to the City, c/o City Clerk, on standard forms provided in the bid package. Each bid must be sealed and accompanied by cash, a cashier's check, or bid bond, executed on the prescribed form, in an amount not less than ten (10) percent of the total bid price payable to the City of Grand Terrace. Said cash deposit or check shall be forfeited or said bond shall become payable in the event the bidder depositing the same does not within ten (10) calendar days after written notice execute the Contract.

The successful bidder will be required to furnish with the Contract a Faithful Performance Bond in the amount of 100 percent of the Contract price, and a Payment Bond in the amount of 100 percent of the Contract price. The successful bidder will also be required to furnish certificates of insurance evidencing that all insurance coverage as required by the Specification has been so secured.

Bidders are hereby notified that in accordance with the provisions of Public Contracts Code section 22300, securities may be substituted for any monies, which the City may

withhold pursuant to the terms of this Contract to ensure performance. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any accrued interest thereon. Securities eligible for investment shall include those listed in Government Code Section 16430 and Government Code Section 4590. No such substitution shall be accepted until the escrow agreement, letter of credit, form of security and any other document related to said substitution is reviewed and found acceptable by the City's attorney.

The City reserves the right to waive any informalities or irregularities or to reject any or all bids, or any portions of any bid, or to reject and then negotiate the amount and/or terms of any bid with any bidder, and to be the sole judge of the merits of the respective bids received. The award of Contract, if made, will be on the basis of the lowest cost to the City to a responsible bidder whose proposal complies with all the prescribed requirements.

No bidder may withdraw his bid for a period of sixty (60) days after the bid opening.

Contract Documents, including the Plans and Specifications, may be examined at the City of Grand Terrace Public Works Department located at 22795 Barton Road, Grand Terrace, CA 92313 or may be obtained by email request to Todd Nakasaki, Management Analyst, at [tnakasaki@grandterrace-ca.gov](mailto:tnakasaki@grandterrace-ca.gov).


**Any questions regarding the bid documents should be directed via e-mail to:**  
Craig Bradshaw at [cbradshaw@grandterrace-ca.gov](mailto:cbradshaw@grandterrace-ca.gov), Interim Public Works Director

The successful bidder will be required to pay not less than the prevailing wage scale, determined by the Director of the California Department of Industrial Relations, copies of which scale are on file in the office of the City Clerk and the office of the Director of Public Works / City Engineer, and which shall be made available to any interested party upon request. Further, the City shall cause a copy of the prevailing wage scale to be posted at each job site during the course of construction.

The Contractor shall execute the Contract and shall secure all insurance and bonds required within ten (10) calendar days after the Contractor has been notified in writing of the award of the Contract. The Contractor shall not commence construction or order equipment until the City has given the Contractor a Notice to Proceed. The Contractor shall commence construction within ten (10) calendar days after the Notice to Proceed.

City of Grand Terrace

1/19/21  
(Date)

BY:   
Debra L. Thomas, City Clerk

## B. INSTRUCTIONS TO BIDDERS

CITY OF GRAND TERRACE  
CITY CLERK'S OFFICE  
22795 BARTON ROAD  
GRAND TERRACE, CA 92313

BID NO: 21- 01  
DUE: February 9, 2021  
at 2:00 P.M.

Submit bid in sealed  
envelope as indicated  
on the cover sheet

### **BIDS NOT DELIVERED PRIOR TO THE HOUR INDICATED WILL BE REJECTED**

### **WE ARE PLEASED TO ISSUE THE ENCLOSED SPECIFICATIONS FOR YOUR CONSIDERATION**

FORM OF PROPOSAL: The bidder shall submit a complete proposal which will include this set of Specifications and any other documents required by these Specifications. The complete proposal shall be enclosed in a sealed envelope bearing the name of the bidder and of the project. In the event there is more than one bidding schedule, the bidder may bid on any individual schedule or on any combination of schedules. All quotations must be signed with the firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

Prices quoted by the bidder shall be exclusive of Federal Excise Taxes pursuant to exemption of political subdivision of a State by Federal Law. Prices quoted by the bidder shall mean total cost to the City, Freight on Board, delivered to the City of Grand Terrace.

ADDENDA: Any addenda issued during the time of bidding forming a part of the documents shall be acknowledged on the next page of the Bidding Schedule Section C and will be made a part of the Contract.

DELIVERY OF PROPOSAL: The proposal shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the bidder's sole responsibility to see that his proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposal will be returned to the bidder unopened.

WITHDRAWAL OF PROPOSAL: If for any reason you do not wish to bid on the project, mark NO BID and state your reasons for not bidding at this time. This withdrawal request must be signed by the bidder or his authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids prior to the scheduled closing time for receipt of proposals. By following the necessary withdrawal procedures, you will enhance our efforts to keep our bidders list current. The withdrawal of a proposal shall not prejudice the right of a bidder to file a new proposal.

OPENING OF PROPOSALS: The proposals will be publicly opened and read at the time and place stipulated in the Notice Inviting Bids. The City Council of the City of Grand Terrace reserves the right to reject any and all proposals and/or waive any informalities thereon.

We hope you will attend our formal bid opening and obtain the results as we are unable to complete our evaluation and furnish this information by phone until noon the following day.

The complete proposal including proposal guaranty shall be enclosed in sealed envelope, endorsed with the bidder's company name and address on the upper left corner, the bid number, name of project, hour and date of bid opening as shown in Notice Inviting Bids and the words "Sealed Bid".

Sealed bids shall be addressed to the City of Grand Terrace c/o City Clerk, 22795 Barton Road, Grand Terrace, California 92313.

**MODIFICATIONS AND ALTERNATIVE PROPOSAL:** Unauthorized conditions, limitations, or provisions attached to a proposal will render it informal and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specified. Oral, telegraphic, or telephonic proposals or modifications will not be considered. The City of Grand Terrace cannot honor any explanation or changes in the bid documents unless written addendum has been issued.

**DISCREPANCIES IN PROPOSALS:** In the event there is more than one bid item in a bidding schedule, the bidder shall furnish a price for all bid items in the schedule, and failure to do so will render the proposal informal and may cause its rejection. In the event there are unit price bid items in a bidding schedule and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected.

**PROPOSAL GUARANTEE:** Each proposal shall be accompanied by a certified or cashier's check or bid bond in the amount of not less than 10 percent of the total amount named in the proposal. Said check or bond shall be made payable to the City and shall be given as a guarantee that the bidder, if awarded the work, will enter into a Contract within 15 calendar days after receipt of the Contract from the City, and will furnish the necessary insurance certificates, faithful performance bond, and labor and material bond; each of said bonds to be in the amount stated in the Notice Inviting Bids. In case of refusal or failure to enter into said Contract, the check or bid bond, as the case may be, shall be forfeited to the City. If the bidder elects to furnish a bid bond as his proposal guarantee, he shall use the bid bond form bound herein, or one conforming substantially to it in form.

**BIDDER'S EXAMINATION OF SITE:** Before submitting a proposal, bidder shall carefully examine the drawings, specifications, and other Contract Documents, and shall visit the site of the work. It will be assumed that the bidder is familiar with existing site conditions and has a clear understanding of the requirements of the Contract regarding the furnishing of materials and performance of work. The submission of a proposal shall be considered conclusive evidence that the bidder has investigated and is satisfied with the character, quality, quantities of work to be performed and materials to be furnished.

**COMPETENCY OF BIDDERS:** In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work covered by the proposal. To this end, each proposal shall be supported by a statement of the bidder's experience as of recent date on the form entitled "INFORMATION REQUIRED OF BIDDER", bound herein. The bidder shall have recently constructed not less than 3 projects of similar type and complexity. No proposal for

the work will be accepted from a Contractor who is not licensed in accordance with applicable state law.

**CONTRACTOR'S LICENSING LAWS:** In all State projects where Federal funds are involved, no bid submitted shall be invalidated by 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 by the Controller unless and until the Registrar of Contractors certifies to the Controller 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 department shall include a statement to that effect in the standard form of prequalification 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 as provided in Section 10181 and shall result in the forfeiture of the security of the bidder.

**DIR REQUIREMENTS:** In order to be awarded and to perform work on public works projects, prime contractors and subcontractors must possess and maintain registration with the Department of Industrial Relations (DIR) at <https://efiling.dir.ca.gov/PWCR>. This is a separate requirement from the Contractors State License Board (CSLB) licensing requirement. Contractors and subcontractors are to submit electronic payroll records to the DIR's Compliance Monitoring Unit (CMU), in addition to providing wet-ink original copies to the City or its designated labor compliance officer.

**DISQUALIFICATION OF BIDDERS:** More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected and none of the participants in such collusion will be considered in future proposals. No proposal will be accepted from a Contractor who is not licensed in accordance with the provision of Chapter 9 of Division III of the Business and Profession Code.

**RETURN OF PROPOSAL GUARANTY:** The City will return the proposal guarantees accompanying each of the proposals which are not used in making the award once the Contract has been finally executed.

**AWARD OF CONTRACT:** Award of a Contract, if it is awarded, will be based primarily on the lowest overall cost (total project with additive bids) to the City, and will be made to a responsible bidder whose proposal complies with all the requirements prescribed. Preference will be given by the City of Grand Terrace to the lowest responsible bidder furnishing products made in the continental United States. Where the price of an acceptable American made product is within 5% of a non-American made product, award will be made to the domestic manufacturer.

Evaluation of the bidder's experience and additional information requested on the form "INFORMATION REQUIRED OF BIDDERS", bound herein, also will be a determining factor in arriving at an award. Any such award will be made within 60 calendar days after opening of the proposals. Unless otherwise indicated, a single award will not be made for less than all the bid items in an individual bidding schedule. In the event there is more than one bidding schedule, the City may award schedules individually or in combination. The City reserves the right to reject any or all bids, to waive any informality in a bid, and to make awards in the interests of the City.

**BUY AMERICA REQUIREMENTS:** Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the regulations adopted pursuant thereto. In accordance with said law and regulations, all manufacturing processes for cement and steel materials furnished for incorporation into the work on this project shall occur in the United States.

The requirements imposed by said law and regulations do not prevent a minimal use of foreign cement or steel materials if the cost of such materials used does not exceed one-tenth of 1 percent (0.1%) of the total Contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of any foreign cement or steel prior to incorporating such materials into the work.

**EXECUTION OF CONTRACT:** The bidder to whom award is made shall execute a written Contract with the City on the form of agreement provided, shall secure all insurance and shall furnish all certificates and bonds required by the Specifications within 10 calendar days after receipt of the Contract from the City. No Contract shall be binding upon the City until the City Attorney has approved the Contract execution between the City and Contractor. Failure or refusal to enter into a Contract as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and the forfeiture of the proposal guarantee. If the successful bidder refuses or fails to execute the Contract, the City may award the Contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the Contract, the City may award the Contract to the third lowest bidder to execute the Contract; such bidder's guarantees shall be likewise forfeited to the City.

**TIME OF COMPLETION:** The time of completion of the work to be performed hereunder is the essence of this Contract. Delays and extensions of time may be allowed in accordance with the provisions of the Agreement for Construction Services. **The time allowed for the completion of the work is FIFTY-FIVE (55) working days.**



## C. PROPOSAL

FOR

### 2020/2021 Annual Road Rehabilitation Project

Bids due no later than 2:00 PM on Tuesday, February 9, 2021 at the office of the City Clerk.

TO: CITY OF GRAND TERRACE, acting by and through its Governing Body, herein called the "CITY".

Pursuant to and in compliance with your Notice to Contractors calling for Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, and the cost of the work at the place where the work is to be done, and with the drawings and specifications and other Contract Documents, hereby proposed and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all applicable taxes, utility and transportation services necessary to perform the Contract and complete in a workmanlike manner all of the work required in connection with the project known as: "**2020/2021 Annual Road Rehabilitation Project**".

All in strict conformity with the specifications and other Contract Documents, including Addenda No. \_\_\_\_\_, and \_\_\_\_\_, on file at the OFFICE OF THE CITY CLERK, 22795 BARTON ROAD, GRAND TERRACE, CALIFORNIA, 92313, for the sum of:

(SEE BID SCHEDULE FOR COST BREAKDOWN OF ITEMS)

COMPANY NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
CITY

\_\_\_\_\_  
ZIP CODE

TELEPHONE (\_\_\_\_\_) \_\_\_\_\_

CONTRACTOR'S LICENSE "A" NO. \_\_\_\_\_

DIR REGISTRATION NO. \_\_\_\_\_

DATE \_\_\_\_\_

BIDDER'S NAME, ADDRESS & PHONE

STATE CONTRACTOR'S LICENSE NO.  
CITY BUSINESS LICENSE NO.  
(if available)  
CORPORATE SEAL

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

Corporation incorporated under  
the State of \_\_\_\_\_

TELEPHONE: \_\_\_\_\_  
(Area Code)

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

\_\_\_\_\_  
Print or type name

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

Names and addresses of all members of co-partnership or names and titles of all officers of the corporation:

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

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

**BID SCHEDULE FOR  
2020/2021 Annual Road Rehabilitation Project**

**BIDDER:** \_\_\_\_\_ (Company Name)

**BASE BID:**

ITEM NO.	DESCRIPTION OF ITEMS	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL COST
1	MOBILIZATION/DEMOBILIZATION (NOT TO EXCEED 5% OF TOTAL BID)	1	LS		
2	STORMWATER POLLUTION PREVENTION PLAN	1	LS		
3	PUBLIC NOTIFICATION	1	LS		
4	CONSTRUCTION AREA TRAFFIC CONTROL	1	LS		
5	CONSTRUCTION SURVEY AND MONUMENT PRESERVATION	1	LS		
6	REMOVE EXISTING AC/AB/NS 6" DEEP AND CONSTRUCT 6" AC BASE COURSE	2,050	SF		
7	3/8" ASPHALT RUBBER AGGREGATE MEMBRANE (ARAM)	204,726	SF		
8	POLYMER MODIFIED EMULSIFIED ASPHALT-RECLAIMED ASPHALT PAVEMENT AGGREGATE (PME-RAP) SLURRY SEAL SURFACING	296,630	SF		
9	REMOVE AND REPLACE CURB RAMP (SAN BERNADINO COUNTY CURB RETURN WITH RAMP)	2	EA		
10	REMOVE AND REPLACE CURB RAMP (CALTRANS CASE C)	2	EA		
11	DETECTABLE WARNING SURFACE	70	SF		
12	ADJUST MANHOLE FRAME AND COVER TO GRADE	29	EA		
13	ADJUST WATER/GAS VALVE FRAME AND COVER TO GRADE	23	EA		
14	DETECTOR LOOPS	0	EA		
15	REFLECTIVE PAVEMENT MARKERS – BLUE (FIRE HYDRANT)	11	EA		
16	THERMOPLASTIC STRIPING 12" WHITE	906	LF		
17	THERMOPLASTIC STRIPING 12" YELLOW	90	LF		

18	THERMOPLASTIC STRIPING CROSSWALK TRIPLE 4 (PLAN A24F)	410	LF		
19	THERMOPLASTIC STRIPING DET 12	3,734	LF		
20	THERMOPLASTIC STRIPING DET 22	2,424	LF		
21	THERMOPLASTIC STRIPING DET 24	1,382	LF		
22	THERMOPLASTIC STRIPING DET 38	803	LF		
23	THERMOPLASTIC STRIPING DET 39	1,057	LF		
24	THERMOPLASTIC STRIPING DET 39A	360	LF		
25	THERMOPLASTIC TRAFFIC PAVEMENT MARKING	863	SF		
<b>TOTAL BASE BID:</b>					

**ADDITIVE ALTERNATE 1:**

ITEM NO.	DESCRIPTION OF ITEMS	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL COST
26	COLD MILL EXISTING ASPHALT CONCRETE, 2" DEEP, AND CONSTRUCT 2" ASPHALT RUBBER HOT MIX (ARHM) – <b>BARTON ROAD</b>	866	TON		
27	PUBLIC NOTIFICATIONS – <b>BARTON ROAD</b>	1	LS		
28	CONSTRUCTION TRAFFIC CONTROL – <b>BARTON ROAD</b>	1	LS		
29	ADJUST MANHOLE FRAME AND COVER TO GRADE	3	EA		
<b>TOTAL ADDITIVE 1:</b>					

**ADDITIVE ALTERNATE 2:**

ITEM NO.	DESCRIPTION OF ITEMS	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL COST
30	COLD MILL EXISTING ASPHALT CONCRETE, 2" DEEP, AND CONSTRUCT 2" ASPHALT RUBBER HOT MIX (ARHM) – <b>S. LA CADENA ROAD</b>	1,660	TON		
31	PUBLIC NOTIFICATIONS – <b>S. LA CADENA ROAD</b>	1	LS		
32	CONSTRUCTION TRAFFIC CONTROL – <b>S LA CADENA ROAD</b>	1	LS		
33	DETECTOR LOOPS	12	EA		
<b>TOTAL ADDITIVE 2:</b>					

**BASE BID TOTAL**                    \$ \_\_\_\_\_  
**ADDITIVE ALT. 1 TOTAL**        \$ \_\_\_\_\_  
**ADDITIVE ALT. 2 TOTAL**        \$ \_\_\_\_\_

**TOTAL BID PRICE (BASE BID + ADDITIVE 1 + ADDITIVE 2)**

\$ \_\_\_\_\_  
(IN FIGURES)

\$ \_\_\_\_\_  
(IN WORDS)

BIDDER'S SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_

**BASIS OF AWARD:**

THE CITY WILL MAKE AN AWARD TO THE LOWEST, RESPONSIVE/RESPONSIBLE BIDDER.

THE LOWEST, RESPONSIVE BIDDER WILL BE DETERMINED BY THE TOTAL BID PRICE (BASE BID + ADDITIVE 1 + ADDITIVE 2).

ONCE THE LOW BID IS DETERMINED, THE CITY RESERVES THE RIGHT TO AWARD ONE OF THE FOLLOWING:

1. BASE BID ONLY
2. BASE BID PLUS ADDITIVE ALTERNATES 1 AND 2
3. BASE BID PLUS ADDITIVE ALTERNATE 1
4. BASE BID PLUS ADDITIVE ALTERNATE 2

## ADDENDA ACKNOWLEDGMENT

The undersigned acknowledges receipt of the following ADDENDA and the cost if any, or such revisions have been included in the TOTAL BID of the Bidding Schedule (s).

ADDENDUM NO. \_\_\_\_\_, DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_, DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_, DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_, DATED \_\_\_\_\_

Name of Bidder \_\_\_\_\_

Address \_\_\_\_\_

State License No. \_\_\_\_\_ Telephone No. \_\_\_\_\_

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

\_\_\_\_\_  
Title

Date the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

## BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

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

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

Telephone \_\_\_\_\_

State Contractor's License "A" No. \_\_\_\_\_

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

DIR Registration No. \_\_\_\_\_

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

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The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal, or any firm, corporation, partnership or joint venture of which any principal having an interest in this proposal was an owner, corporate officer, partner, or joint venture are as follows:

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

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IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all aforementioned principals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BIDDER

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Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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



# DESIGNATION OF SUBCONTRACTORS

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

NAME, ADDRESS, TELEPHONE NUMBER, LICENSE NO., AND DIR REG NO. OF SUBCONTRACTORS	ITEMS OF WORK

Prior to award of contract, Contractor shall submit a list of suppliers and vendors in writing to the City Engineer.

## REFERENCES

The Contractor shall list in the spaces provided below, not less than three comparable contracts which have been completed within the past two years.

Contract Year(s)	Type of Work Performed	Annual Contract Amount	Client/Agency Name	Contact Name/Title Phone Number

# NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF )

(NAME), \_\_\_\_\_  
affiant being first duly sworn, deposes and says:

that he or she is the \_\_\_\_\_ of  
(sole owner, partner, other proper title)

\_\_\_\_\_, the party making the foregoing bid and  
(Contracting Firm Name)

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

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

Bidder's Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Bidder)

\_\_\_\_\_  
(Title)

**All signatures must be notarized and securely attached to this form.**

## FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
, as Principal, and \_\_\_\_\_  
as Surety, are hereby and firmly bound unto \_\_\_\_\_ as  
Owner in the penal sum of \_\_\_\_\_ for the payment of  
which, will and truly to be made, we hereby jointly and severally bind ourselves, our  
heirs, executors, administrator, successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_  
,2021. The condition of the above obligation is such that whereas the Principal has  
submitted to \_\_\_\_\_ certain Bid, attached hereto and hereby  
made a part hereof to enter into a Contract in writing for the **2020/2021 Annual Road  
Rehabilitation Project**.

NOW, THEREFORE, \_\_\_\_\_

- a. If said Bid shall be rejected, or in the alternate,
- b. If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and shall in all other respects perform the agreement created by said Bid, then this obligation shall be void, otherwise, the same shall remain in force and effect; it is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first mentioned.

PRINCIPAL: \_\_\_\_\_

\_\_\_\_\_

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

SEAL

## D. CONTRACT AGREEMENT

THIS CONTRACTORS AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021, (“Effective Date”) by and between the CITY OF GRAND TERRACE (“City”), a public entity, and \_\_\_\_\_, (“Contractor”), a California Corporation.

1. **Scope of Services.** Contractor shall perform all the services as described as follows:
  - a) For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said City, said Contractor agrees with said City to perform and complete in a workmanlike manner all work required under the Bidding Schedule of the City’s Specification, in accordance with the Specifications and Drawings therefor, to furnish at his own expense all labor, materials, equipment, tools and services necessary therefor, except those materials, equipment, tools and services as may be stipulated in said specification to be furnished by said City and to do everything required by this Agreement and the said Specifications and Drawings.
  - b) The Notice Inviting Bids, Instructions to Bidders, Proposal, Information required of Bidder, Specification, Drawings, Exhibits and all addenda issued by the City with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made a part of this Agreement.
  - c) In entering into a Public Works Contract for 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 City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with 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 City tenders final payment to the Contractor without further acknowledgment by the parties.
2. **Term.** This Agreement shall be effective on the date first written above and the Agreement shall remain in effect for sixty (60) days or when the work is complete, whichever is sooner, unless terminated as provided herein.
3. **Compensation/Payment.** Contractor shall perform the Services under this Agreement for the total sum not to exceed\_\_\_\_\_. Payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4, hereof.
4. **Notices.** Any notices required to be given hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City  
City of Grand Terrace  
22795 Barton Rd. Bldg. B  
Grand Terrace, CA 92313

To

5. **Prevailing Wage.** If applicable, Contractor and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented the City Council of the City of Grand Terrace. The Director's determination is on file and open to inspection in the office of the City Clerk and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Contractor shall exercise the reasonable care and skill customarily exercised by reputable members of Contractors in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its skill and expertise.

8. **Personnel.** Contractor shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Contractor recognizes that the qualifications and experience of the personnel to be used are vital to Contractor and timely completion of the Services.

9. **Assignment and Subcontracting.** Neither party shall transfer any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in writing satisfactory to the parties. Contractor shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City's Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 13. Contractor acknowledges that any transfer of rights may require City Manager and/or City Council approval.

10. **Independent Contractor.** In the performance of this Agreement, Contractor and his employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City or the City of Grand Terrace. Contractor acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Contractor to Contractors employees, subcontractors and agents. Contractor as an independent contractor shall be responsible for any and all taxes that apply to Contractor as an employer.

11. **PERS Eligibility Indemnity.** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of the City, Contractor shall

indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

## **12 Indemnifications.**

12.1 **Indemnity.** Except as to the sole negligence or willful misconduct of the City, Contractor shall defend, indemnify and hold the City, and its officers, employees and agents, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including attorneys' fees, which arises out of or is in any way connected with the performance of work under this Agreement by Contractor or any of the Contractor's employees, agents or subcontractors and from all claims by Contractor's employees, subcontractors and agents for compensation for services rendered to in the performance of this Agreement, notwithstanding that the City may have benefitted from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Contractor or of Contractor's employees, subcontractors or agents.

12.2 **Attorney's Fees.** The parties expressly agree that any payment, attorneys' fees, costs or expense that the City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Agreement.

## **13. Insurance.**

13.1 **General Provisions.** Prior to the City's execution of this Agreement, Contractor shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverage's in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverage's may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

13.1.1 **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations under Section 12 hereof.

13.1.2 **Ratings.** Any insurance policy or coverage provided by Contractor as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A- or higher and a Financial Class of VII or higher.

13.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

13.1.4 **Adequacy.** The City, its officers, employees and agents make no



representation that the types or limits of insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage as deems adequate, at Contractor's sole expense.

**13.2 Workers' Compensation Insurance:** By executing this Agreement, certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Contractor shall carry the insurance or provide for self-insurance required by California law to protect said Contractor from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Contractor shall file with City either (1) a certificate of insurance showing that such insurance is in effect, or that Contractor is self-insured for such coverage, or (2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days prior written notice before modification or cancellation thereof.

**13.3 Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Contractor shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Contractor. The City and the City, and its officers, employees and agents, shall be named as additional insured's under the Contractor's insurance policies.

13.3.1 Contractor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

13.3.2 Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$500,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, owned vehicles, leased vehicles, Contractor's employee vehicles, non-owned vehicles and hired vehicles.

13.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insured's. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Grand Terrace and its officers, employees and agents,

are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Grand Terrace.

**13.4 Subcontractors' Insurance.** Contractor shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverage's: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Contractor shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverage's required by this section.

**14. Business Tax.** Contractor understands that the Services performed under this Agreement constitutes doing business in the City of Grand Terrace, and Contractor agrees that Contractor will register for and pay a business tax pursuant to Chapter 5.04 of the Grand Terrace Municipal Code and keep such tax certificate current during the term of this Agreement.

**15. Time of Essence.** Time is of the essence for each and every provision of this Agreement. Contractor shall perform and complete all Work under this Contract within 55 working days, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City.

**16. City's Right to Employ Other.** City reserves the right to employ other in connection with the Services.

**17. Solicitation.** Contractor warrants that they have not employed or retained any person or City to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay only for the value of work has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Contractor the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

**18. General Compliance with Laws.** Contractor shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Professional, or in any way affect the performance of services by Contractor pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations.

**19. Amendments.** This Agreement may be modified or amended only by a written Agreement and/or change order executed by the Contractor and the City.

**20. Termination.** City, by notifying Contractor in writing, shall have the right to terminate any or all of professional's services and work covered by this Agreement at any time, with or without cause. In the event of such termination, Contractor may submit s final written statement of the amount of Contractor's services as of the date of such termination based upon the ratio that the

work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 16 and 21 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

20.1 Other than as stated below, City shall give Contractor thirty (30) days prior written notice prior to termination.

20.2 City may terminate this Agreement upon fifteen (15) days written notice to Contractor, in the event:

20.2.1 Contractor substantially fails to perform or materially breaches the Agreement;  
or

20.2.2 City decides to abandon or postpone the Services.

21. **Offsets.** Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Contractor owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Contractor. Notice of such withholding and offset shall promptly be given to by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

22. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Contractor and its permitted successors and assigns, and shall not be assigned by, Contractor either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

23. **Governing Law, Venue, Dispute Resolution and Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with laws of the State of California. Prior to commencing suit in a court of competent jurisdiction, any controversy, dispute or claim arising out of the Agreement shall first be submitted to an alternative dispute resolution process as set forth in Section 24 herein. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of San Bernardino, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs thereof, including reasonable attorneys' fees, to be set by the court in such action.

24. **Alternative Dispute Resolution.** In the event of any controversy, dispute or claim arising out of or relating to this Agreement, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interest, attempt to reach a solution satisfactory to both parties. If they do not reach settlement within a period of 60 days, the matter shall be submitted to an alternative dispute resolution process, either nonbinding arbitration or mediation, ("Process") by written notice from either party to the other. The parties shall meet and confer in good faith and select a Process and an arbitrator or a mediator that is agreeable to both sides. The selected Process shall be completed no later than 120 days ("Process Period") after tender of the aforementioned written notice, unless the Parties mutually agree to an extension of the Process Period. If the matter is not successfully resolved by the selected Process, within the Process Period, the parties are free to commence litigation in a court of competent jurisdiction as defined in Section 23 herein. Any

litigation commenced without both parties' consent prior to the end of the Process Period, shall be subject to a stay until the end of the Process Period. The Parties further agree to equally bear the cost of the Process.

25. **Nondiscrimination.** During Contractor's performance of this Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Contractor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

26. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

27. **Authority:** The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

28. **Entire Agreement:** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, nor is neither party relying on, any representation or warranty outside those expressly set forth in this Agreement.

29. **Interpretation.** City and Contractor acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

29.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. References to section numbers are to sections in the Agreement unless expressly stated otherwise.

29.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

IN WITNESS WHEREOF City and Contractor have caused this Agreement to be duly executed the day and year first above written.

THE CITY OF GRAND TERRACE,  
A public body

By: \_\_\_\_\_  
G. Harold Duffey  
City Manager

Attest: \_\_\_\_\_  
Debra L. Thomas  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Adrian Guerra  
City Attorney

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

\_\_\_\_\_  
[Printed Name]

## FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_

\_\_\_\_\_ hereinafter called "Principal" and \_\_\_\_\_

of \_\_\_\_\_, State of California, hereinafter called the "Surety", are held and

firmly bound unto \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_ hereinafter called "City" in the penal sum

of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of these

ourselves, our heirs, executors, administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the City, dated the \_\_\_\_\_ day of \_\_\_\_\_

2021 a copy of which is hereunto attached and made a part hereof for the construction of:

### **2020/2021 Annual Road Rehabilitation Project**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said by Contract during the original term thereof, and any extensions thereof which may be granted by the City, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the City from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, then this obligation shall be void; otherwise, to remain in full force and effect.

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

PROVIDED FURTHER, that no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_  
Counterparts, each one of which shall be deemed an original, this the \_\_\_\_ day of \_\_\_\_\_,  
2021.

ATTEST:

PRINCIPAL SEC. \_\_\_\_\_

PRINCIPAL \_\_\_\_\_

SEAL

BY \_\_\_\_\_

ADDRESS \_\_\_\_\_

AS TO PRINCIPAL \_\_\_\_\_

ADDRESS \_\_\_\_\_

SURETY \_\_\_\_\_

ATTORNEY IN FACT \_\_\_\_\_

ATTEST:

SURETY SEC. \_\_\_\_\_

ADDRESS \_\_\_\_\_

SEAL

WITNESS AS TO SURETY \_\_\_\_\_

ADDRESS \_\_\_\_\_

NOTE: Date of Bond must not be prior to date of Contract

## LABOR AND MATERIAL BOND

KNOWN ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_

\_\_\_\_\_ hereinafter called "Principal" and \_\_\_\_\_

of \_\_\_\_\_, State of California,

hereinafter called "Surety", are held and firmly bound unto \_\_\_\_\_

of \_\_\_\_\_ hereinafter called "Owner", in the penal sum

of \_\_\_\_\_ dollars (\$) \_\_\_\_\_ ) in lawful money of

these United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS, The Principal certain contract with the Owner, dated \_\_\_\_ day of \_\_\_\_\_ 2021, a copy of which is hereto attached and made a part hereof for the construction of:

### **2020/2021 Annual Road Rehabilitation Project**

NOW THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension of modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machines, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums of said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that if the original contractor or his subcontractor fails to pay any of the persons named in Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, 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 amount not exceeding the sum specified in attorney's fee, to be fixed by the court. The original contractor may require of his



subcontractors a bond to indemnify the original contractor for any loss sustained by the original contractor because of any default by his subcontractors under this section.

PROVIDED FURTHER, that the said surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the Owner and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied. IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

(Principal) \_\_\_\_\_

(Principal Sec.) \_\_\_\_\_

(SEAL)

(By) \_\_\_\_\_

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

(Witness as to Principal) \_\_\_\_\_

(Address)

(Surety) \_\_\_\_\_

ATTEST:

(Surety Sec.) \_\_\_\_\_

(SEAL)

(By) \_\_\_\_\_

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

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

## WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Section 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

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

(Contractor) \_\_\_\_\_

(By) \_\_\_\_\_

## **E. GENERAL PROVISIONS**

### **SECTION 1 - DEFINITIONS AND ABBREVIATIONS**

#### **1.01 CITY**

The word "City" shall mean the City of Grand Terrace named in the Contract Documents.

#### **1.02 ENGINEER**

The word "Engineer" shall mean the Director of Public Works or individual authorized by the City to oversee the execution of this Contract, acting either directly or through properly authorized agents, each agent acting only within the scope of authority delegated to him by the Engineer.

#### **1.03 CONTRACTOR**

The word "Contractor" shall mean the party entering into Contract with the City for performance of the work called for in these specifications and shown on the drawings, including the Contractor's authorized agents.

#### **1.04 SUBCONTRACTOR**

The word "Subcontractor" shall mean any person, firm, or corporation entering into agreement with the Contractor for performance at the site of the work, of any part of the Contractor's obligation under the Contract.

The Contractor, shall in his bid offer, set forth:

(a) The name and the 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 improvements, or a subcontractor licensed by the State of California who, under subcontract to the prime 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 contract shall be listed individually. The prime Contractor shall list only one subcontractor for each such portion as is defined by the prime Contractor in his bid.

#### **1.05 CONTRACT**

The word "Contract" shall mean the Contract Documents and shall include the written Agreement entered into by the City and the Contractor for the performance of work described in the specifications and shown on the Drawings, together with the Notice Inviting Bids, the Instruction to Bidders, the Proposal, the Information Required of Bidder, the Specifications, the Drawings, all addenda issued by the City with respect to the foregoing prior to the opening of bids, and all change orders issued by the City and signed by the Contractor pertaining to the Contract after the Contract is awarded.

## 1.06 SPECIFICATIONS

The word "Specifications" shall mean the General Conditions of the Contract and the Special Provisions of the Contract, together with all addenda and change orders issued with respect thereto.

STANDARD SPECIFICATIONS. The work embraced herein shall be done in accordance with the provisions of the Standard Specifications for Public Works Construction, 2018 Edition, commonly known as the "Greenbook", produced by Public Works Standards, Inc. and published by BNI Publications Inc., insofar as the same may apply, which specifications are hereinafter referred to as the Standard Specifications, and as modified herein.

## 1.07 DRAWINGS

The words "Drawings" or "Contract Drawings" shall mean those drawings accompanying the Specifications which show the location, nature, extent and form of the work together with applicable details.

## 1.08 COUNCIL

The City Council of the City of Grand Terrace.

## 1.09 ENGINEERS ESTIMATE

The lists of estimated quantities of work to be performed as contained in the Contract Documents.

## 1.10 INSPECTOR

The representative of the Engineer or Director of Public Works who is assigned to inspect conformance of the work in accordance with plans and specifications.

## 1.11 OVERLAY

A supplemental surface course placed on an existing pavement to improve its surface conformation or increase its strength.

## 1.12 ROADBED

That portion of the street included between the outside lines of curbs or paving.

## 1.13 STANDARD PLANS

Standard Detail Drawings of the County of Riverside/San Bernardino and the State Department of Transportation.

## 1.14 SURFACE COURSE

The top layer of pavement (exclusive of open graded A.C.), designed to provide structural values and a surface resistant to traffic abrasion.

## 1.15 TRAVELED WAY

That portion of the roadway reserved for the movement of vehicles for the general public, exclusive of shoulders and auxiliary lanes. Where traffic has been diverted or restricted to certain lanes, with the approval of the City Engineer, these diversions or restricted lanes become the traveled way.

#### 1.16 RIGHT-OF-WAY

Includes City of Grand Terrace Public Right-of-Way and City of Grand Terrace Public Easements.

## **SECTION 2 - SPECIFICATIONS, DRAWINGS AND RELATED DATA**

### **2.01 INTENT OF SPECIFICATIONS AND DRAWINGS**

The intent of the Specifications and Drawings is that the Contractor furnish all plans, labor, materials, equipment and services, except as may be specifically noted otherwise, which are required or necessary to fully complete the work.

### **2.02 SPECIFICATIONS AND DRAWINGS COMPLEMENTARY**

The Specifications and Drawings are complementary to each other.

### **2.03 DISCREPANCIES IN SPECIFICATIONS AND DRAWINGS**

Any discrepancies, errors, or omissions found in the Specifications or Drawings shall be promptly reported to the Engineer who will issue a correction in writing. The Contractor shall not take advantage of any such discrepancies, errors, or omissions, but shall comply with any corrective measures regarding the same prescribed by the Engineer.

### **2.04 CONFLICTS BETWEEN SPECIFICATIONS AND DRAWINGS**

In case of conflict between the Specifications and the Drawings, the Specifications shall govern over the Drawings. In cases of conflict between the General Conditions and Special Provisions of the Specifications, the Special Provisions shall govern over the General Conditions.

### **2.05 SHOP DRAWINGS**

(a) Wherever called for in these Specifications or on the Drawings, or where required by the Engineer, the Contractor shall furnish to the Engineer for review, 7 prints of each shop drawing. The term "Shop Drawing" as used herein shall be understood to include detail design, calculations, fabrication and installation drawings, lists, graphs, operating instructions, etc. Unless otherwise required, said drawings shall be submitted at a time sufficiently early to allow review of same by the Engineer, and to accommodate the rate of construction progress required under the Contract.

(b) All shop drawing submittals shall be accompanied by a letter of transmittal identifying Contractor, fabricator and subcontractor. The Contractor may authorize a material or equipment supplier to deal directly with the Engineer with regard to shop drawings, however, ultimate responsibility for the accuracy and completeness of the information contained in the submittal shall remain with the Contractor.

(c) Normally, a separate transmittal shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of shop drawings on various items using a single transmittal, will be permitted only when the item taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole.

(d) Within 15 calendar days after receipt of said prints, the Engineer will return prints of each drawing to the Contractor with his comments noted thereon. It is considered reasonable that the Contractor shall make a complete and acceptable submittal to the Engineer by the second submission of drawings. The Owner reserves the right to withhold monies due the Contractor to cover additional costs of the Engineer's review beyond the second transmission.

(e) If 3 prints of the drawing are returned to the Contractor marked "NO EXCEPTIONS TAKEN", formal revision of said drawing will not be required.

(f) If 3 prints of the drawing are returned to the Contractor marked "MAKE CORRECTIONS NOTED", formal revision of said drawing will not be required.

(g) If one print of the drawing is returned to the Contractor marked "AMEND - RESUBMIT", the Contractor shall revise said drawing and shall resubmit 7 copies of said revised drawing to the Engineer.

(h) If one print of the drawing is returned to the Contractor marked "REJECTED - RESUBMIT", the Contractor shall revise said drawing and shall resubmit 7 copies of said revised drawing to the Engineer.

(i) Fabrication of an item shall not be commenced before the Engineer has reviewed the pertinent shop drawings and returned copies to the Contractor marked either "NO EXCEPTIONS TAKEN", "MAKE CORRECTIONS NOTED" or "AMEND - RESUBMIT". Revisions indicated on shop drawings shall be considered as changes necessary to meet the requirements of the Contract Drawings and Specifications and shall not be taken as the basis of claims for extra work. The Contractor shall have no claim for damages or extension of time due to any delay resulting from the Contractor's having to make the required revisions to shop drawings (unless review by the Owner or said drawings is delayed beyond a reasonable period of time and unless the Contractor can establish that the Owner's delay in review actually resulted in a delay in the Contractor's construction schedule). The review of said drawings by the Owner will be limited to checking for general agreement with the Specifications and Drawings, and shall in no way relieve the Contractor of responsibility for errors or omissions contained therein nor shall such review operate to waive or modify any provision contained in the Specifications or Contractor drawings. Fabricating dimensions, quantities of material, applicable code requirements, and other Contract requirements shall be the Contractor's responsibility

## 2.06 REFERENCE TO STANDARDS OR PUBLICATIONS

Any reference made in the Specifications or Drawings to any specifications, standard, or publication of any organization shall, in the absence of a specific designation to the contrary, be understood to refer to the latest edition of the specification, standard, or publication in effect as of date of advertising the work.

## 2.07 REFERENCE TO PROPRIETARY PRODUCTS

Where references to proprietary products appear in the Specifications or Drawings, it is for the purpose of establishing an acceptable standard of equality or design. Unless a substitute is expressly prohibited, the Contractor may request approval of a substitute for any such proprietary product. Such request must be in writing and must include descriptive literature, specifications, test reports, or samples, as appropriate, to enable the Engineer to determine the acceptability of the

product proposed for substitution. No substitute product shall be used on the work until written approval has been received from the Engineer.

## 2.08 SPECIFICATION AND DRAWINGS FURNISHED TO THE CONTRACTOR

The Owner shall furnish the Contractor 5 sets of Specifications, together with reduced drawings (if any) and 5 sets of full-scale Drawings. Additional quantities of Specifications and Drawings will be furnished at reproduction cost

### **SECTION 3 - ENGINEER-CONTRACTOR RELATIONS**

#### 3.01 ENGINEER'S AUTHORITY

(a) The Engineer will decide all questions which may arise as to the quality and acceptability of materials and equipment furnished, work performed, rate of progress of the work, interpretation of the Specifications and Drawings, and all questions as to the acceptable fulfillment of the Contract by the Contractor.

(b) Any difference which may arise between the Contractor and any other contractors also under the surveillance of the Engineer will be arbitrated by the Engineer; however, the Engineer will not arbitrate disputes between the Contractor and his subcontractors.

#### 3.02 ARBITRATION

Any controversy or claim arising out of or relating to this Contract which cannot be resolved by mutual agreement shall be settled by arbitration in accordance with the rules of the American Arbitration Association.

#### 3.03 RIGHT-OF-WAY

(a) Lands or right-of-ways for the work to be constructed under the Contract will be provided by the Owner as shown on the Drawings. Nothing contained in the Specifications or Drawings shall be interpreted as giving the Contractor exclusive occupancy of the lands or right-of-ways provided. Any additional lands or right-of-ways required for construction operations shall be provided by the Contractor at his own expense.

(b) Except as may otherwise be provided, the Contractor shall secure, from the agencies having jurisdiction, the necessary permits to create obstructions, to make excavations if required under the Contract, and to otherwise encroach upon right-of-ways, and present evidence to the owner that such permission has been granted, before work is commenced. Regulations and requirements of all agencies concerned shall be strictly adhered to in the performance of this Contract, including the furnishing of insurance and bonds if required by such agencies. The enforcement of such requirements under this Contract shall not be made the basis for claims for additional compensation.

(c) The Contractor shall not do any work that would affect any oil, gas, sewer, or water pipeline, any telephone, telegraph, or electric transmission line, fence, or any other structure, nor enter upon the right-of-ways involved until notified that the Owner has secured authority therefore from the proper party. After authority has been obtained, the Contractor shall give said party due notice of his intention to begin work, and shall give said party convenient access and every facility for removing, shoring, supporting, or otherwise protecting such pipeline, transmission line, ditch, fence, or structure, and for replacing same. The Contractor shall not be entitled to any extension of



time or extra compensation on account of any postponement, interference, or delay caused by any such pipeline, transmission line, fence, or structure being on the line of the work except as provided in Section 3.04.

### 3.04 CONSTRUCTION INTERFERENCES

(a) As used in this section, the word "Utility" shall be understood to include tracks, overhead or underground wires, cables, pipelines, conduits, ducts, sewers or storm drains. As used in this Section, the term "Service Connection" shall be understood to mean all or any portion of a pipeline (including sewer house laterals), conduit, wire, cable or duct, including meter, between a utility distribution line and an individual customer, or customers when served by a single service connection. As used in this Section, the term "Construction Interference" shall be understood to include any utility or service connection within the limits of excavation or over excavation required for the work under the Contract as shown or as ordered by the Engineer, or any utility or service connection located in the space which will be required by any of the work under this Contract.

(b) In the event any utility or service connection is required to be disturbed or removed to permit construction of a pipeline or other structure under the Contract, such disturbance or removal shall be done only with the approval of the Engineer and following notification to the Owner of the interfering utility or service connection. Any such utility or service connection removed or otherwise disturbed shall be reconstructed as promptly as possible in its original or other authorized location in a condition at least as good as prior to such removal or disturbance, subject to the inspection of the owner of same. The Contractor's responsibility under this Section to remove or replace shall apply even in the event such damage or destruction occurs after backfilling. The Owner of the utility or service connection shall be notified immediately after damage or destruction occurs or is discovered.

(c) During the performance of the work under this Contract, the Owner of any utility affected by the work shall have the right to enter when necessary upon any portion of the work for the purpose of maintaining service and of making changes in or repairs to said utility.

(d) The Drawings show the approximate positions of known utilities in the immediate vicinity of the work, but the City does not guarantee that all existing utilities are shown. Service connections normally are not shown on the Drawings. The Contractor, before commencing any excavation, shall ascertain from records or otherwise, the existence, horizontal and vertical position, and ownership of all existing utilities and service connections. If the Contractor discovers any utility in the line of the work which is not shown on the Drawings, he shall immediately notify the Engineer of the existence of same. The City will not be liable for any consequences arising as a result of a service connection being incorrectly located in the field by the agency having jurisdiction over said service connection.

"--Notwithstanding any provisions to the contrary contained in Section 4215 of the California Government Code, the provisions of which are hereby waived by the Contractor."

(e) All costs involved in removing, relocating, protecting supporting, repairing, maintaining or replacing a main trunkline or utility facility which actually constitutes a construction interference, when said utility is not shown with reasonable accuracy as an interference or is omitted from the Drawings, will be paid for by the Owner as extra work. In such case, the Owner will also compensate the Contractor for equipment on the project necessarily idled during and by reason of such work. The Owner's obligation to repair damage to such a facility and to compensate the Contractor for idled equipment shall not extend to damage resulting from the failure of the Contractor to use reasonable care.

(f) All costs involved in removing, relocating, protecting, supporting, repairing, maintaining or replacing any utility or service connection other than those described in Subsection (e) herein shall be borne by the Contractor.

(g) The Contractor shall not be assessed liquidated damages for failure to complete the work on time to the extent that such delay was caused by failure of connection to authorize or otherwise provide for its removal, relocation, protection, support, repair, maintenance and replacement.

(h) The City reserves the right, upon the determination of the actual position of existing utilities, and service connections, to make changes in alignment or grade of the Owner's pipelines when, by so doing, the necessity for relocation of existing utilities or services connections will be avoided. Such changes will be ordered in writing by the Engineer. Where applicable, adjustment in the Contract price will be on the basis of the unit prices stated in the Bidding Schedule. Where unit prices in the Bidding Schedule are not applicable, adjustment in Contract price will be in accordance with Section 5.02.

### 3.05 LINES AND GRADES

(a) Lines and Grades shall be provided by the Owner to the extent specified in Special Provisions.

(b) The Contractor shall preserve all bench marks, stakes, and other survey marks, and in case of their removal or destruction by his employees, he shall be liable for the cost of their replacement.

### 3.06 LEGAL ADDRESS OF CONTRACTOR

The address given in the form entitled "INFORMATION REQUIRED OF BIDDER" is hereby designated as the place to which all notices, letters, and other communications to the Contractor will be mailed or delivered. The mailing or delivering to said address of any notice, letter, or other communication shall be deemed sufficient service thereof upon the Contractor. The date of such service shall be the date of such mailing or delivery. Said address may be changed at any time by written notice signed by the Contractor and delivered to the Engineer.

### 3.07 CONTRACTOR'S SUPERINTENDENCE

A qualified superintendent, acceptable to the Engineer, shall superintend the work and shall provide competent supervision of the work until its completion. The superintendent shall have full authority to act in behalf of the Contractor, and all directions given by the Engineer to the superintendent shall be considered given to the Contractor. If the superintendent is not present on a part of the work where the Engineer desires to give instructions, such instructions may be given by the Engineer to the foreman in charge of the particular work to which the instructions apply. Such instructions given to a foreman likewise shall be considered given to the Contractor. Such instructions given by the Engineer to the superintendent or to a foreman, when they concern items of substantial importance, will be confirmed in writing. All instructions within the Engineer's authority as specified in Section 3.01. All as provided for in this Subsection of the Standard Specifications except the Contractor shall submit a phone number or numbers where he or his representative may be contacted 24 hours a day, 7 days a week in the event of an emergency.

### 3.08 PROTESTS

If the Contractor considered any work demanded of him to be outside the requirements of the Contract, or if he considers any order, instruction, or decision of the Engineer or of any inspector to be unfair, he shall, immediately upon receipt of such order, instruction, or decision, ask for a written confirmation of the same, whereupon he shall proceed without delay to perform the work or to conform to the order, instruction, or decision satisfactory; but, unless the Contractor finds such order, instruction, or decision satisfactory, he shall within 10 days after receipt of same, file a written protest with the Engineer, stating clearly and in detail his objections and the reasons therefore. Except for such protests or objections as are made of record in the manner specified and within the time stated herein, the Contractor hereby waives all ground for protests or objections to the orders, instructions, or decisions of the Engineer and hereby agrees that, as to all matters not included in such protest, the orders, instructions and decisions of the Engineer and hereby agrees that, as to all matters not included in such protest, the orders, instructions and decisions of the Engineer will be limited to matters properly falling within the Engineer's authority as specified in Section 3.01.

### 3.09 INSPECTION AND TESTING

(a) All materials furnished and all work performed under the Contract shall be subject to inspection by the Engineer. The Contractor shall be held strictly to the true intent of the Specifications and Drawings in regard to quality to materials, workmanship, and diligent execution of the Contract. Such inspection may include mill, plant, shop or field inspection as required. The Engineer shall be permitted access to all parts of the work, including plants where materials or equipment are manufactured or fabricated, and he shall be furnished with such materials, information and assistance by the Contractor and his subcontractors and suppliers as is required to make a complete and detailed inspection.

(b) Work done in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection, and the entire cost of removal and replacement, including the cost of all materials shall be borne by the Contractor, regardless of whether the work removed is found to be defective or not. Work covered up without the authority of the Engineer, shall, upon the order of the Engineer be uncovered to the extent required, and the Contractor shall similarly bear the entire cost of performing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement, as directed and approved by the Engineer.

(c) Except as otherwise provided herein, the cost of inspection will be paid by the Owner. All inspection fees imposed by agencies other than the Owner shall be paid by the Contractor.

(d) The Engineer will make, or have made, such tests as he deems necessary to insure that the work is being accomplished in accordance with the requirements of the Contract. Unless otherwise specified in the Special Conditions, the cost of such testing will be borne by the Owner. In the event such tests reveal non-compliance with the requirements of the Contract, the Contractor shall bear the cost of such corrective measures deemed necessary by the Engineer, as well as the cost of subsequent retesting.

### 3.10 ASSIGNMENT FORBIDDEN

(a) The Contractor shall not assign, sublet, sell, transfer, or otherwise dispose of the Contract or any portion thereof, or his right, title, or interest therein, or his obligations thereunder, without the written consent of the Owner.

(b) If the Contractor violates the provisions of Subsection 3.10 (a), the Contract may be terminated at the option of the Owner. In such event, the Owner shall be relieved of all liability and obligations to the Contractor, and to his assignee or transferee, growing out of such termination.

### 3.11 SUBCONTRACTS

(a) In the Owner's discretion, subcontracts may be permitted to such extent as shall be shown to be necessary or advantageous to the Contractor in the prosecution of the work and without injury to the Owner's interests. The resubletting of the work by a subcontractor shall be subject to the same limitations as an original subletting. Each subcontractor shall be properly licensed for the type of work which he is to perform.

(b) A copy of each subcontract, if in writing (or if not in writing, then a written statement signed by the Contractor giving the name of the Subcontractor and the terms and conditions of each subcontract), shall be filed promptly upon the Owner's request. Each subcontract shall contain a reference to the Agreement between the Owner and the Contractor, and the terms of that Agreement covered thereby. Each subcontract shall provide for annulment of the same by the Contractor upon written order of the Engineer, if, in the Owner's opinion, the Subcontractor fails to comply with the requirements of the prime Contract insofar as the same may be applicable to this work.

(c) The Contractor shall be responsible to the Owner for the acts and omissions of his subcontractor and their employees to the same extent as he is responsible for the acts and omissions of his own employees. Nothing contained in this Section shall create any contractual relationship between any subcontractor and the Owner or relieve the Contractor of any liability or obligation under the prime Contract.

### 3.12 SUSPENSION OF WORK

(a) The Owner may, by written notice to the Contractor, suspend the work, in whole or in part, for such period or periods as he may deem necessary, due to unsuitable weather, delay in delivery of Owner-furnished equipment or materials, or such other conditions as are considered unfavorable for prosecution of the work, or failure on the part of the Contractor to carry out the provisions of the Contract or to provide materials or workmanship meeting the requirements of the Specifications. Suspended work shall be resumed by the Contractor within 10 days of receipt from the Owner of written notice to proceed.

(b) The Contractor shall have no claim for damages alleged to have been suffered by reason of any suspension of the work without termination of the Contract, and he shall receive no additional compensation because of any such suspension.

### 3.13 TERMINATION OF CONTRACT BY OWNER (CONTRACTOR NOT AT FAULT)

The Owner may terminate the Contract upon 10 days written notice to the Contractor, if it is found that reasons beyond the control of either the Owner or Contractor make it impossible or against the Owner's interests to complete the work. In such a case, the Contractor shall have no claims against the Owner except (1) for the value of work performed up to the date the Contract is terminated, and (2) for the cost of materials and equipment on hand, in transit or on definite commitment, as of the date the Contract is terminated, which would be needed in the work and which meet the requirements of the Specifications. The value of the work performed and the cost of the materials and equipment delivered to the site, as mentioned above, shall be determined by the Engineer in accordance with

the procedure prescribed for the making of the final estimate and payment as described in Section 5.08.

### 3.14 TERMINATION OF CONTRACT BY OWNER (CONTRACTOR AT FAULT)

(a) The Owner may terminate the Contract upon 10 days written notice to the Contractor in the event of any default by the Contractor. It shall be considered a default by the Contractor whenever he shall (1) declare bankruptcy, become insolvent, or assign his assets for the benefit of his creditors; (2) disregard or violate important provisions of the Contract documents or Engineer's instructions, or fail to prosecute the work according to the approved progress schedule; or (3) fail to provide a qualified superintendent, competent workmen, or subcontractors, or materials or equipment meeting the requirements of the Specifications and Drawings.

(b) In the event the Contract is terminated in accordance with Subsection 3.14(a), the Owner may take possession of the work and of all materials, tools, equipment, and property of the Contractor, which have been provided in connection with the work, and may complete the work by whatever method or means he may select. The cost of completing the work shall be deducted from the Contract balance and the work completed in accordance with the Drawings and Specifications. If such cost exceeds the balance which would have been due, the Contractor shall pay the excess amount to the Owner. If such cost is less than the balance which could have been due, the Contractor shall have no claim to the difference except to such extent as may be necessary, in the opinion of the Engineer, to reimburse the Contractor or the Contractors sureties for any expense properly incurred for materials, tools, equipment, property, and labor, devoted to the prosecution of the work, of which the Owner shall have received the benefit. In computing such expenses, as it relates to equipment and property, the salvage value at completion of the work shall be deducted from the depreciated value at the time the Contract was terminated, and the difference shall be considered as an expense.

### 3.15 TERMINATION OF CONTRACT BY CONTRACTOR

The Contractor may terminate the Contract upon 10 days written notice to the Owner, whenever (1) the entire work has been suspended in accordance with Section 3.12, for 60 consecutive calendar days through no fault or negligence of the Contractor, and notice to resume work or to terminate the Contract has not been received from the Owner within this time period; or (2) the Owner should fail to pay the Contractor any substantial sums due him in accordance with the terms of the Contract and within the time limits prescribed. In the event of such termination, the Contractor shall have no claim against the Owner except for those claims specifically enumerated in Section 3.13.

### 3.16 FAILURE TO COMPLY

If the Contractor should refuse or neglect to comply with the provisions of the Contract or the orders of the Owner, the Owner may have such provisions or orders carried out by others at the expense of the Contractor.

### 3.17 CONTRACT TIME OF COMPLETION

The Contractor shall complete the construction of the work to the satisfaction of the Owner, in accordance with the Standard Specifications and the Special Conditions. A "Notice to Proceed" will be issued by the Owner, the date of which shall commence the Contract time. The allotted time for this project is identified within the Term of the Contract.

## **SECTION 4 - MATERIALS AND WORKMANSHIP**

### **4.01 SAFEGUARDING OF EQUIPMENT, MATERIALS AND WORK**

The Contractor shall properly safeguard all equipment, materials, and work against loss, damage, malicious mischief, or tampering by unauthorized persons until acceptance of the work by the City. Locked and covered storage or continuous surveillance by a watchman shall be provided if required to accomplish this purpose.

### **4.02 NEW MATERIALS AND EQUIPMENT**

Unless otherwise specified, shown, or permitted by the Engineer, all materials and equipment incorporated in the work shall be new and current manufacture. The Engineer may request the Contractor to furnish manufacturer's certificates to this effect.

### **4.03 CONTRACTOR'S UTILITIES**

The Contractor shall provide his own water, telephone, and all electric power required in performance of the work under the Contract, and shall pay all installation charges and monthly bills in connection therewith.

### **4.04 TITLE TO MATERIALS FOUND ON THE WORK**

The City reserves the right to retain title to all soils, stone, sand, gravel, and other materials developed and obtained from the excavation and from other operations connected with the work. Unless otherwise specified in the Special Provisions, neither the Contractor nor any subcontractor shall have any right, title, or interest in or to any such materials. The Contractor will be permitted to use in the work, without charges, any such materials which meet the requirements of the Special Provisions and Drawings.

### **4.05 DEFECTIVE EQUIPMENT, MATERIALS OR WORK**

(a) Inspection of the work shall not relieve the Contractor of any of his obligations under the Contract. Even though equipment, materials or work required to be provided under the Contract have been inspected, accepted and estimated for payment, the Contractor shall, at his own expense, replace or repair any such equipment, materials, or work found to be defective or otherwise not in compliance with the requirements of the Contract up to the end of the maintenance and guarantee period.

(b) Any equipment or materials brought upon the job site by the Contractor and subsequently rejected by the Engineer as not complying with the requirements of the Contract shall be removed immediately by the Contractor to a satisfactory distance from the job site.

(c) If the Contractor shall fail to repair or replace unsatisfactory equipment, materials, or work, or to remove unsatisfactory equipment or materials from the job site, within 10 calendar days after being ordered to do so by the Engineer, the Engineer, acting on behalf of the City, may make the ordered repairs or remove the condemned equipment or materials and the City will deduct the cost thereof from any monies due or to become due the Contractor.

#### 4.06 SOUND CONTROL REQUIREMENTS

#### 4.07 RUBBISH CONTROL

During the progress of the work, the Contractor shall keep the site of the work and other areas used by him in a neat and clean condition, and free from any accumulation of rubbish.

#### 4.08 DUST CONTROL

The Contractor shall at all times conduct his work so as to avoid unnecessary dust. He shall provide adequate equipment and water as determined by the Engineer to be necessary for accomplishment of this objective.

#### 4.09 CHARACTER OF WORKMEN

None but skilled workmen shall be employed on work requiring special qualifications. When required in writing by the Engineer, the Contractor or any subcontractor shall discharge any person who is, in the opinion of the Engineer, incompetent, disorderly, or otherwise unsatisfactory, and shall not again employ such discharged person on the work except with the consent of the Engineer. Such discharge shall not be the basis of any claim for damages against the City or any of his agents.

## SECTION 5 - PROGRESS AND PAYMENT

### 5.01 BREAKDOWN OF CONTRACT PRICE

Prior to commencement of the work, if requested by the Engineer, the Contractor shall submit a detailed price breakdown of any or all of his bid items for the work. Such price breakdown shall include quantities, unit prices, and any other information required, in sufficient detail, to enable it to be used by the Engineer in preparing the monthly progress estimates. The Contractor shall use the price breakdown form bound with Specifications if one is included.

### 5.02 CHANGE ORDERS

(a) The City may, as the need arises, order changes in the work through additions, deletions, or modifications, without invalidating the Contract. Such changes will be effected through written change orders delivered to the Contractor, describing the change required in the work, together with any adjustment in Contract price or time of completion as hereinafter provided. No such change shall constitute the basis of claims for damage or anticipated profits; however, the City will make reasonable allowance for the value of any work materials or equipment furnished and subsequently rendered useless because of such change. Any adjustment in Contract price resulting from a change order will be considered in computing subsequent monthly payments due the Contractor. Any work performed in accordance with a change order shall be subject to all provisions of the original Contract, and the Contractor's sureties shall be bound thereby to the same degree as under the original Contract.

(b) No labor cost for move in and out of minimum charges, other than the hourly rate, shall be allowed for persons available from the force already on the job site. Only the foremen directly supervising the job shall be included in the labor charges. Labor rates for delays will be the actual costs. Labor rates for extra work will be taken from the rates published periodically by the California Department of Transportation.

Equipment rental rates for delays and for extra work will be taken from the rates published periodically by the California Department of Transportation. Move in and out or minimum charges other than the hourly rate, shall not apply to equipment available from the force already on the job site. Right-of-way delay factors shown on the Equipment Rental Rates do not apply. Copies of the prevailing Equipment Rental Rates are available from the:

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
1900 ROYAL OAKS DRIVE  
SACRAMENTO, CALIFORNIA 95819

(c) Any adjustment in Contract price shall be based on unit price bid on the work, where such bid items are applicable.

(d) If the original bid prices are not applicable, the adjustment in Contract price shall be based on a lump sum or unit price agreed upon by the City and the Contractor prior to executing the change order.



(e) If the original bid prices are not applicable and the City and Contractor are unable to agree upon a lump sum or unit price prior to executing the change order, the adjustment in Contract price shall be made on a cost-plus basis. In such an event, the following items will be included as the direct costs:

- Materials and supplies
- Labor (including foremen's wages)
- Workmen's Compensation Insurance
- Unemployment insurance contributions paid to the State
- Social Security Taxes paid to the Federal Government
- Labor union health and welfare, pension, vacation-holiday, and apprenticeship fund contributions
- Reasonable value for use of equipment for actual time of use

In addition to the direct costs enumerated above, the City will pay to the Contractor for said extra work a percentage of said direct costs to compensate for the following profit and overhead items:

- Profit
- General expenses
- All insurance except Workmen's Compensation Insurance
- Excise taxes
- Property taxes
- License and inspection fees
- Bond premiums
- All other items of expense not specifically enumerated above

Said percentage will be 15 percent of said direct costs provided the Contractor actually performs said extra work himself. In the event said extra work is performed by a Subcontractor, the percentage paid to the Contractor will be 20 percent of said Subcontractor's direct costs. Said percent will include allowance for profit and overhead costs for both the Contractor and Subcontractor. In the event said extra work is performed through more than one Subcontractor in succession, said percentage will not exceed 25 percent.

(f) When work is being performed on a cost-plus basis, the Contractor shall submit written reports as directed by the City, showing all items of direct cost, as defined in Subsection 5.02 (e), which enter into the work. If required by the City, the Contractor shall furnish books, vouchers, invoices, and other records to substantiate the direct cost items listed in said reports.

### 5.03 OVERTIME

Except as otherwise provided in this Section, the Contractor shall receive no additional compensation for overtime work even though such overtime work may be required under emergency conditions and may be ordered by the Engineer in writing. Additional compensation will be paid the Contractor for overtime work only in the event extra work is ordered by the Engineer and the change order specifically authorizes the use of overtime work, and then only to such extent as overtime wages are regularly being paid by the Contractor for overtime work of a similar nature in the same locality.

### 5.04 EXTENSION OF TIME

(a) The Contractor may be entitled to an extension of Contract time (1) if the work has been suspended by the City, in whole or in part; or (2) Where weather or other circumstances occur which delay progress and which are clearly beyond the control of the Contractor; provided that, in either

case, the Contractor is not at fault and is not negligent under the terms of the Contract. The extension of time allowed shall be as determined by the City.

(b) To receive consideration, a request for extension of time must be made in writing to the City stating the reason for said request, and such request must be received by the City within 10 days following the end of the delay-causing condition.

#### 5.05 LIQUIDATED DAMAGES

(a) The Contractor shall pay to the City the amount of **One Thousand dollars (\$1,000) per day**, not as a penalty but as liquidated damages, if he fails to complete the work within the time agreed upon. The period for which said damages shall be paid shall be the number of calendar days from the date of termination of any extension of time approved by the City. The City may deduct the amount of said damages from any monies due or to become due the Contractor.

(b) The said amount is fixed and agreed upon by and between the Contractor and the City because of the impracticability and extreme difficulty fixing and ascertaining the actual damages the City would sustain; and said amount is agreed to be the amount of damages which the City would sustain.

(c) The Contractor will not be assessed liquidated damages for delay in completion of the project, which such a delay was caused by the failure of the City or the Owner of a utility to provide for removal or relocation of an existing unknown utility facility.

#### 5.06 PROGRESS SCHEDULES

Within 10 days after award of the Contract, or at such times as may be required by the City, the Contractor shall submit progress schedules showing the order in which he proposed to carry on the work and the dates when the various parts will begin and be completed. Progress schedules shall be subject to the approval of the City and if in his opinion a schedule submitted is inadequate to secure the completion of the work in the time agreed upon, or is otherwise not in accordance with the Specifications, he may require the Contractor to submit a new schedule which will insure timely completion of the work.

#### 5.07 MONTHLY ESTIMATES AND PAYMENTS

(a) On or about the 25th day of each month, the Engineer shall prepare and transmit to the City, an estimate of the cumulative amount and value of work performed by the Contractor up to that date. Except as may otherwise be provided in the Special Provisions, said amount will include 80 percent of the value of all acceptable materials and equipment delivered to the site of the work. Said value will be based on certified copies of invoices delivered by the Contractor and Engineer. To this figure will be added all amounts due or paid the Contractor for performance of extra work in accordance with change orders. From the total computed above, a deduction of 5 percent will be made. Further deductions will be made for: (1) amounts due the City for equipment or materials furnished or services rendered; (2) amounts due the City under the terms of the Contract; (3) amounts of any claims of lien filed with the City in accordance with Section 6.05; and (4) amounts required to be deducted by Federal, State, or local governmental authority. From the balance thus determined will be deducted the amount of all previous payments and the remainder shall constitute the partial payment due the Contractor.

(b) The City's estimate of the partial payment due the Contractor will not be required to be made by strict measurement, and an approximate estimate will suffice. The partial payments may be

withheld or reduced if in the City's opinion, the Contractor is not diligently or efficiently endeavoring to comply with the intent of the Contract, or if the Contractor fails to pay his labor and material bills as they become due.

(c) Contractor shall furnish the City promptly, upon request, all information and records necessary to determine the cost of the work for purposes of estimating partial payments, including an itemized statement, in a form satisfactory to the City, of the actual cost of all acceptable materials delivered by the Contractor to the site.

(d) No partial payment shall be construed as an acceptance of the work or of any portion of the work, nor shall the making of such payment preclude the City from demanding the recovering from the Contractor such damages as it may sustain by reason of the Contractor's failure to comply with requirements of the Contract.

(e) In the event the Contract is terminated, any funds due the Contractor and retained by the City in accordance with Subsection 5.07 shall become the property of the City to the extent necessary to repay to the City any excess in the Contract price above the cost of the work completed at the time of termination. After issuance of notice of discontinued work, no further payments will be made to the Contractor for the work covered by the notice until completion of the work and final settlement has been made.

(f) Securities may be substituted by the Contractor for monies withheld as a retention by the City to insure the performance of the work described in the Contract agreement. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a State or Federally chartered bank as the escrow agent, who shall pay such moneys to the Contractor upon satisfactory completion of the Contract.

Securities eligible for investment under this Section shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. The Contractor shall be the beneficial owner of any securities substituted for money withheld and shall receive any interest thereon.

## 5.08 FINAL ESTIMATE AND PAYMENT

(a) When the City is of the opinion that the Contractor has completely performed all work required under the Contract, he will submit to the Contractor a draft of the final estimate. The Contractor will be expected to submit his written approval of said final estimate within 5 calendar days after receipt or, in the event the Contractor disagrees with said final estimate, he shall, within said 5-day period, file a written statement of all claims which he intends to present. If the Contractor delays more than 5 calendar days in approving said final estimate or in presenting his own claims, the time for the final payment shall be extended by the period of such delay.

(b) Upon receipt by the City of the Contractor's written approval of said final estimate in accordance with Subsection 5.08(a), the City will certify physical completion of the work.

(c) After acceptance of the work by the City and 35 calendar days after filing of the Notice of Completion, the City will pay to the Contractor the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract. In the event acceptance of the work is delayed more than 30 calendar days beyond the date of the last partial payment under the Contract, the City will make further partial payment in accordance with Section 5.07.

(d) If the Contractor disagrees with the City's final estimate and files a written statement of his claims in accordance with Subsection 5.08(a), the City will issue, as a semi-final estimate, the proposed estimate submitted to the Contractor, and the City will make payment estimate submitted to the Contractor, in accordance with the provisions of Subsection 5.08(c). The City then will investigate the Contractor's claims, make any revisions to said semi-final estimate as he appropriate. The City then will make final payment to the Contractor in accordance with the provisions of Subsection 5.08(c).

#### 5.09 FINAL PAYMENT TERMINATES LIABILITY OF OWNER

The acceptance by the Contractor of the final payment referred to in Subsection 5.08(c) shall be a release of the City and its agents from all claims of and liability to the Contractor for anything done or furnished for, or relating to, the work or for any act or neglect of the City or of any person relating or affecting the work, except claims against the City for the remainder, if any, of the amounts kept or retained under the provisions of Section 6.05.

## **SECTION 6 - BONDS, INSURANCE, LEGAL RESPONSIBILITY, AND PUBLIC SAFETY**

### **6.01 FAITHFUL PERFORMANCE BOND**

Each bond which is written by an out-of-state bonding company shall contain the name, address and telephone number of an agent located in the State of California who is authorized to act for the bonding company.

The Contractor shall secure with a corporate surety or sureties satisfactory to the City, a bond in the amount of 100 percent of the total Bid Amount to guarantee faithful performance of the Contract. The amount of this Faithful Performance Bond shall be reduced to 50% of the Contract amount or \$500.00 whichever is greater and shall remain in full force and effect for one year from the date of the Final Notice of Completion to assure and guarantee against any defective materials furnished in the performance of the Contract.

### **6.02 LABOR AND MATERIAL BOND**

The Contractor shall secure with a corporate surety or sureties satisfactory to the City, a bond in the amount of 100 percent of the total Bid Amount to guarantee payment of claims of laborers and material-men under the Contract.

### **6.03 ADDITIONAL SURETY**

If, during the life of the Faithful Performance Bond, any of the sureties named in said bond become insufficient in the opinion of the City, he may require the Contractor to furnish additional sufficient sureties within 5 days of receipt of written order to do so. In the event the Contractor fails or neglects to furnish sufficient additional sureties, when ordered, within the prescribed time period, the City may suspend the work or terminate the Contract, and the Contractor shall have no claim for damages.

### **6.04 CONTRACTOR INDEBTEDNESS**

Indebtedness incurred for any cause in connection with this work must be paid by the Contractor and the City is hereby relieved at all times from any indebtedness or claim other than payments under terms of the Contract and the Contractor will indemnify and hold harmless the City and its officers and employees from any loss, demand, damages, claims or actions arising from or in connection with said indebtedness.

### **6.05 UNPAID CLAIMS**

If, upon or before the completion of the work, or at any time prior to expiration of the period within which claims of lien may be filed of record, any person claiming to have performed any labor or to have furnished any materials, supplies, or services toward the performance of this Contract, or to have agreed to do so, shall file with the City a verified statement of such claim stating in general terms the kind of labor and materials, the value of same, and the name of the person to or for whom the same was furnished, together with a statement that the same has not been paid; or if any person shall bring against the City or any of its agents. Any action to enforce such claim the City will, until the action is settled, withhold from monies due the Contractor an amount sufficient to satisfy the decision of the court together with costs.

### **6.06 INSURANCE**

(a) General - The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this Section and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved. All insurance required under this Section shall be maintained continuously during the life of the Contract up to the date of acceptance of the work by the City.

(b) Worker's Compensation Insurance - The Contractor shall procure and maintain Workmen's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this Contract, and, in case of any such work sublet the Contractor shall require the subcontractor similarly to provide Workman's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

(c) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance - The Contractor shall procure and maintain Contractor's Liability Insurance in the amounts specified herein.

(d) Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance - The Contractor shall either (1) require each of his subcontractors to procure and to maintain Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Special Provisions or, (2) insure the activities of his subcontractors in his own policy, in like amount.

(e) Builder's Risk Insurance (Fire and Extended Coverage) - The Contractor shall procure and maintain Builder's Risk Insurance (All Risk Coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the City, the Contractor and subcontractors as their interests may appear.

(f) Scope of Insurance - The insurance required under Subsections (c) and (d) hereof shall provide adequate protection for the Contractor and his subcontractor's respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him. In addition, the insurance required under subsections (c), (d) and (e) hereof shall name the City and Engineer, and their officers, agents and employees, as "additional insured" under the policies. The insurance coverage should contain the following provisions: "Solely as respects work done by and on behalf of the named insured for the City of Grand Terrace, it is agreed that the City of Grand Terrace, is added as an additional insured under this policy. It is further agreed that the other insurance conditions of the policy are amended to conform therewith."

All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration, material alteration, or proposed cancellation of such policies for any reason whatsoever, the City shall be notified by registered or certified mail not less than 30 days before expiration, material alteration or cancellation is effective.

All liability insurance shall cover comprehensive general and automobile liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

Bodily injury (including death) \$1,000,00 each person, \$1,000,000 each occurrence

Property Damage \$500,000 each occurrence, \$1,000,000 aggregate

Special attention is directed to possible flood hazards, and/or nuisance water such as irrigation and other runoff. The Contractor shall be responsible for all injuries or damages to any portion of the work occasioned by the above causes and he shall make good such injuries or damages at no cost to the City prior to the completion and acceptance of the work.

(g) Proof of Insurance - The Contractor shall furnish the City with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statements: "The insurance covered by this certificate will not be cancelled or materially altered, except after 30 days written notice has been received by the City."

#### 6.07 NO PERSONAL LIABILITY

The Contractor shall indemnify and save harmless the City, its officers, agents, and employees, against and from all claims and personal liability arising under or by reason of the Contract or any performance of the work.

#### 6.08 DIR REQUIREMENTS

Pursuant to State Bill 854, the following new requirements apply to all public works projects:

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The website for contractor registration with the Department of Industrial Relations (DIR) is <https://efiling.dir.ca.gov/PWCR>; the annual non-refundable fee, valid July 1 through June 30 (state fiscal year), is \$300.

Contractors and subcontractors must submit electronic payroll records to the DIR's Compliance Monitoring Unit (CMU) in addition to providing wet-ink original copies to the City or its designated labor compliance officer.

#### 6.09 PERMITS AND LICENSES

Unless otherwise provided in the Special Provisions, the Contractor shall obtain at his own expense all permits and licenses required for prosecution of the work and shall pay all taxes properly assessed against his equipment or property used in connection with the work.

No work shall be started within the street right-of-way or on City property until the Contractor has obtained the necessary permits. The Contractor shall obtain and pay for all permits and fees and give all notices necessary and incident to the due and lawful prosecution of the work and to the preservation of the public health and safety. Fees will not be collected on those permits obtained from the City Engineer's Office.

For work on private property where shown on the plans, the City will provide rights of entry at no cost to the Contractor. Such rights of entry do not relieve the Contractor of the need to provide at his cost, permits and insurance required of the Contractor by other agencies and organizations.

The Contractor shall obtain and pay for all costs incurred for licenses necessitated by his operations. Prior to starting any work, the Contractor shall be required to have a City Business License valid for the life of the Contract; his subcontractors shall also have Business Licenses valid for the time they are engaged in work.

#### 6.10 SALES AND USE TAXES

The Contractor shall pay all sales and use taxes assessed by Federal, State or local authorities on materials furnished by the Contractor in performance of the work.

#### 6.11 PATENTS AND COPYRIGHTS

The Contractor shall indemnify and save harmless the City and its officers, agents, and employees, against all claims or liability arising from the use of any patented or copyrighted design, device, material, or process by the Contractor or any of his subcontractors in the performance of the work.

#### 6.12 Reserved

#### 6.13 PUBLIC SAFETY AND CONVENIENCE - Please refer to Special Provisions

For convenience to the Contractor to comply with the other provisions of this section, the following telephone numbers are listed.

Fire Department	909-825-0221
Sheriff Department	909-824-0680
Courtesy Ambulance Service	909-884-3155
RTA	909-682-1234
Colton Unified School District	909-976-4110

If the above telephone numbers are changed, the Contractor is not relieved of his responsibility of notifying the various departments.

#### 6.14 SANITARY PROVISIONS

The Contractor shall provide and maintain such sanitary accommodations for the use of his employees and those of his subcontractors as may be necessary to comply with the requirements of local and State health departments.

#### 6.15 FEDERAL SAFETY AND HEALTH REGULATIONS

(a) Contractors and subcontractors shall comply with the provisions of the Safety and Health Regulations for construction, promulgated by the Secretary of Labor under Section 107 of the "Contract Work Hours and Safety Standards Act", as set forth in Title 29, C.F.R.

(b) Contractors and subcontractors shall comply with the provisions of the Occupational Safety and Health Standards, promulgated by the Secretary of Labor under the "Occupational Safety and Health Act of 1970," as set forth in Title 29, C.F.R.



## SECTION 7 - STATE OF CALIFORNIA REQUIREMENTS

### 7.01 WAGES

(a) Pursuant to the provisions of the California Labor Code, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the said work is performed, and not less than the general prevailing rate of per diem wages for legal holidays and overtime work in each craft or type of workmen needed to execute the work contemplated under the Contract, shall be paid to all workmen on and in connection with said work by the Contractor and by any subcontractor doing or contracting to do any part of said work. The Contractor shall, as a penalty to the City, forfeit \$25.00 for each calendar day, or portion thereof, for each workman paid less than the stipulated prevailing rates of such work or craft in which such workman is employed, whether paid by the Contractor or by any subcontractors under him. The Contractor agrees to comply with the provisions of Sections 1775 and 1776 of the California Labor Code. The Contractor is also required to post the applicable prevailing wage rates at the jobsite.

Pursuant to 1773.2, the Contractor shall refer to the wage schedule on file at the City Clerk's Office at 22795 Barton Road, Grand Terrace, California, 92313.

(b) The Contractor and the subcontractors shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC a--276a-5) and the implementation regulations issued pursuant thereto (29 CFR Section 1.5) and any amendments thereof.

(c) The issuance, as payment for wages, of any evidence of indebtedness is prohibited unless the same is negotiable and payable on demand without discount.

(d) In accordance with the provisions of Section 3700 of the California Labor Code, the Contractor shall secure the payment of compensation to his employees.

### 7.02 PAYROLL RECORDS

Contractor shall provide the City with certified copies of payroll records upon demand, and within 24 hours of such demand.

### 7.03 APPRENTICES ON PUBLIC WORKS

The Contractor shall comply with all applicable provisions of Sections 1775.5 of the California Labor Code relating to employment of apprentices on public works.

### 7.04 WORKING HOURS

(a) The Contractor shall comply with Chapter 8.108 G.T.M.C. restricting work between the hours of eight p.m. and seven a.m. weekdays, including Saturday or at any time on Sunday or a National Holiday.

(b) The Contractor shall comply with all applicable provisions of Sections 1810 to 1817, inclusive, of the California Labor Code relating to working hours. The Contractor shall, as penalty to the City, forfeit \$25.00 for each workman employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such workman is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the above-mentioned Sections of the California Labor Code.

#### 7.05 PROTECTION OF WORKERS IN TRENCH EXCAVATION

Contractor shall comply with all of the requirements of California Division of Industrial Safety. The protection of workers must meet the requirements of Construction Safety Orders.

#### 7.06 CONTRACTOR NOT RESPONSIBLE FOR DAMAGES RESULTING FROM CERTAIN ACTS OF GOD

As provided in Sections 4150 and 4152, inclusive, of the California Government code, the Contractor shall not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an Act of God in excess of five percent of the contracted amount, provided, that the work damaged is built in accordance with accepted and applicable building standards and the attached plans and specifications. The Contractor shall obtain insurance to indemnify the City for any damage to the work caused by an Act of God if the premium for said insurance coverage is not called for as a separate bid item in the Bidding Schedule for the work.

For the purpose of this Section, the term "Acts of God" shall include only the following occurrences or conditions and effect; earthquakes in excess of a magnitude of 3.5 on the Richter Scale.

#### 7.07 NOTICE OF COMPLETION

As required by the Civil Code, and within ten calendar days after date of acceptance of the work by the City's governing body, the City will file, in the County Recorder's Office, a Notice of Completion of the work.

#### 7.08 CONCRETE FORMS, FALSEWORK AND SHORING

The Contractor shall comply fully with the requirements of Section 1717 of the Construction Safety Orders, State of California, Department of Industrial Relations, regarding the design of concrete forms, falsework and shoring, and the inspection of same prior to placement of concrete. Where the said Section 1717 requires the services of a registered civil engineer in the State of California to approve design calculation and working drawings of the falsework or shoring system, or to inspect such system prior to placement of concrete, the Contractor shall employ a registered civil engineer for these purposes

## F. STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS

All work shall be performed in accordance with these Standard Specifications and Special Provisions which consist of the following:

- 2018 Edition of the Standard Specification for Public Works Construction, Parts 1 - 8 (Greenbook) and its supplements.
  - Greenbook additions and modifications as indicated below
  - Bid Item Special Provisions
- 

The following are additions or revisions to the Greenbook Sections. If there are no additions or revisions noted for a specific Section, the Greenbook as written shall apply.

### PART 1 – GENERAL PROVISIONS

#### **SECTION 1 – GENERAL**

##### **Section 1-1 General**

##### **Section 1-2 Terms and Definitions**

Add the following: Caltrans Specifications – The Standard Specifications of the California Department of Transportation

##### **Section 1-3 Abbreviations**

##### **Section 1-4 Units of Measure**

##### **Section 1-5 Symbols**

##### **Section 1-6 Bidding and Submission of Bids**

##### **Section 1-7 Award and Execution of the Contract**

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

##### **2-1 Work to be Done**

Add the following: Work generally consists of the rehabilitation of asphalt concrete pavement by cold milling and placement of rubberized hot mix asphalt (dense-graded) or PME over asphalt rubber and aggregate membrane, repair and construction of concrete curb, gutter, access ramps, striping, traffic loops, traffic control and all other incidental work as specified on the Plans, in the Specifications and these Special Provisions, and as directed by the Engineer.

The Work also includes sweeping before and after slurry seal applications; removing of grease spots (by grinding); all necessary traffic control; preparing and updating construction schedules; posting signs for “NO PARKING” and arranging for towing of cars, if necessary; protecting all utility covers in place; and installing temporary pavement markers.

The Contractor shall be responsible for cleaning, sweeping and removing all loose rock from surfaces, parking areas, gutters, sidewalks, driveways and parkways after slurry seal application, as specified in the Specifications and these Special Provisions, and as directed by the Engineer.

##### **Section 2-2 Permits**

##### **Section 2-3 Right of Way**

##### **Section 2-4 Cooperation and Collateral Work**

##### **Section 2-5 The Contractor’s Equipment and Facilities**

**2-5.4 Haul Routes.** Add the following: In order to protect the public streets from deterioration due to hauling of materials, the Contractor shall submit, prior to the Pre-Construction

Meeting, for approval a proposed route for hauling of materials for disposal. The haul routes must be approved by the Engineer prior to beginning the work. Upon approval, the Contractor shall strictly adhere to that route, unless written permission from the Engineer is obtained to change the route.

**Section 2-6 Changes Requested by the Contractor**

**Section 2-7 Changes Initiated by the Agency**

**Section 2-8 Extra Work**

**Section 2-9 Changed Conditions**

**Section 2-10 Changed Conditions**

**SECTION 3 – CONTROL OF THE WORK**

**Section 3-1 Assignment**

**Section 3-2 Self Performance**

**Section 3-3 Subcontractors**

**Section 3-4 Authority of the Board and Engineer**

**Section 3-5 Inspection**

**Section 3-6 The Contractors Representative**

**Section 3-7 Contract Documents**

**3-7.2 Item (f).** The Special Provisions shall consist of the project Technical Specifications and Special Provisions

**Section 3-8 Submittals**

**3-8.1 General** – Submittals shall be made within 10 working days of the Notice of Award. The contractor shall allow 7 working days for initial review.

**3-8.2 Working Drawings** – Submittals shall be made by e-mail. If requested three hard copies shall be provided plus a reproducible. One copy will be returned with comments or acceptance.

**3-8.4 – Supporting Information** – Submit by e-mail. If requested three hard copies shall be submitted.

**Section 3-9 Surface Data**

**Section 3-10 Surveying**

**3-10.1: Add the following:** The Contractor shall not disturb survey monuments, lot stakes (tagged), centerline ties, or benchmarks without notifying the Engineer. The Contractor shall be responsible to have a CA Registered Land Surveyor document all surveying monuments, lot stakes (tagged), centerline ties, and bench marks that may be disturbed during construction. In the event that identification numbers on survey monuments are illegible, it shall be the responsibility of the Contractor to obtain all information necessary to restore the monuments in their correct location. The Contractor or its Surveyor shall file a Corner Record Form at the San Bernardino County Surveyor referencing survey monuments subject to disturbance prior to the start of construction and also prior to the completion of construction, including a location for reestablishment of disturbed monuments. Copies of the records shall be provided to the City.

**Final payment will not be made until the aforementioned documentation is provided to the CITY.**

All surveying shall be performed by a CA Registered Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the state. All monuments and centerline ties shall be tied out and reset in accordance with Section 8771 (Land Surveyors Act) of the Business and Professions Code of the State of California.

Unless otherwise stipulated in the Bid Items Special Provisions the contractor will perform and be responsible for any surveying required to perform the required work. The Contractor shall be responsible for establishing all lines, grades and layout for all construction. Payment for

construction staking and surveys shall be as specified in the Bid Items Special Provisions and no additional payment will be made therefore.

### **Section 3-11 Contractor Information Signs**

#### **3-12 Work Site Maintenance**

**3-12.3 Noise Control** – Noise shall conform to the City of Grand Terrace Municipal Code.

## **SECTION 4 – CONTROL OF MATERIALS**

### **Section 4-1 General**

### **Section 4-2 Protection**

### **Section 4-3 Inspection**

**4-3.1 General** – Source inspection is not required for asphalt concrete pavement mixtures or structural concrete unless required by these the Special Provisions. A Certificate of Compliance will be required.

### **Section 4-4 Testing**

### **Section 4-5 Certificate of Compliance**

### **Section 4-6 Trade Names**

### **Section 4-7 Weighing and Metering Equipment**

### **Section 4-8 Calibration of Testing Equipment**

## **SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES**

### **Section 5-1 Laws and regulations**

### **Section 5-2 Special Notices**

### **Section 5-3 Labor**

### **Section 5-4 Insurance**

### **Section 5-5 Antitrust Claims**

### **Section 5-6 Patent Fees and Royalties**

### **Section 5-7 Safety**

In addition to compliance with this Section the Contractor shall:

- Replace and/or repair the damaged pavement outside the construction limits damaged by their operations to the satisfaction of the Engineer at no cost to the City.
- Keep the areas adjacent to the construction site clear of any objects that may be hazardous to pedestrians. The Contractor shall be responsible for the project safety on a 24-hour basis each calendar day for the entire duration of the project.
- Provide access as required to accommodate special circumstance at any residence including access for disabled, impaired, special medical needs, etc. If there is a presence of an existing pedestrian walkway, the Contractor shall provide a safe and walkable temporary sidewalk with a minimum width of forty-eight (48”) inch clearance adjoining excavated areas within parkway limits for wheelchair and pedestrians to travel around construction areas. If such clearance is not possible, barricading, plating, filling, or other measures shall be required.
- Keep the areas adjacent to the project site clear of any objects that may be hazardous to pedestrians and motorists. Provisions to reroute pedestrians, including the disabled, around the work area must be clearly delineated.
- The contractor shall furnish, install and maintain all necessary signage for pedestrians in conformance with the California Manual of Uniform Traffic Control Devices.
- The City will only provide inspection during the designated construction hours Monday through Friday. Any work done without inspection is at the Contractor’s risk and subject to rejection. The replacement costs for rejected work will be borne by the Contractor.
- Use illuminated or reflective warning/construction signs at both ends of the construction area, and at appropriate locations or as directed by the Engineer for the entire project. In addition to providing and maintaining delineation, the Contractor shall be responsible for the project safety on a 24-hour basis.

**SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK**

**Section 6-1 - Construction Schedule and Commencement of the work**

**Section 6-2 – Prosecution of the Work**

**6-2.1 Record Documents** – The Contractor shall record, on a set of Contract Documents maintained at the job site, deviations that have been made from the Contract Documents or approved shop drawings. This shall include locations of buried conduits and utility features which are revealed during construction. Requests for partial payments shall not be approved until the record documents are up to date and delivered to the City, after approval of the Engineer. Payment for record drawings shall be included in the various Bid Items and no additional payment will be made therefore.

**Section 6-3 – Time of Completion**

**Section 6-4 – Delays and Extensions of Time**

**Section 6-5 – Use of Improvement During Construction**

**Section 6-6 – Suspension of the Work**

**Section 6-7 - Termination of the Contract for Default**

**Section 6-8 – Termination of the Contract for Convenience**

**Section 6-9 - Liquidated Damages**

**SECTION 7 – MEASUREMENT AND PAYMENT**

**Section 7-1 – Measurement of Quantities for Unit Price Work**

**Section 7-2 – Lump Sum Work**

**Section 7-3 – Payment**

**Section 7-4 – Payment for Extra Work**

**SECTION 8 – FACILITIES FOR AGENCY PERSONNEL**

**Section 8-1 – General**

The contractor shall not be required to provide field office facilities for the City unless otherwise provided in the Special Provisions.

**Section 8-2 – Field Office Facilities**

**Section 8-3 – Field Laboratories**

**Section 8-4 – Bathhouse Facilities**

**Section 8-5 – Removal of Facilities**

**Section 8-6 – Basis of Payment**

**PART 2 - CONSTRUCTION MATERIALS**

**SECTION 200 - ROCK MATERIALS**

**200-2 UNTREATED BASE MATERIALS**

**200-2.1 General** Replace the entire subsection with the following:

Untreated base for pavement, curb, gutter, cross gutters, sidewalks, hardscape and other improvements shall be either Crushed Aggregate Base conforming to 200-2.2 or Crushed Miscellaneous Base conforming to 200-2.4.

**200-2.8 PULVERIZED MISCELLANEOUS BASE**

**200-2.8.2 Testing** Add the following:

If testing requires, stabilizing agents shall be added to the pulverized miscellaneous base.

**SECTION 214 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS**

## **214-4 PAINT FOR STRIPING AND MARKINGS**

**214-4.1 General.** Traffic stripes and pavement markings shall conform to the provisions of Section 84 of the Caltrans Standard Specifications. Contractor shall paint a solid black stripe between all double thermoplastic striping.

## **214-5 THERMOPLASTIC MATERIAL FOR TRAFFIC STRIPING AND MARKINGS**

**214-5.1 General** All permanent striping and pavement markings on arterial and collector streets shall be hot applied alkyd thermoplastic in accordance with the provisions of Section 84-2.02 of the Caltrans Standard Specifications. All permanent striping and pavement markings on local (residential) streets shall be alkyd thermoplastic in accordance with the provisions of Section 84-3.02 of the Caltrans Standard Specifications.

# **PART 3 - CONSTRUCTION METHODS**

## **SECTION 300 - EARTHWORK**

### **300-1 CLEARING AND GRUBBING**

**300-1.1 General.** Replace with the following:

Any irrigation systems in conflict with the proposed improvements that are removed, damaged, disturbed, or broken shall be modified/relocated, repaired, and/or replaced to be operable and provide full irrigation coverage to the areas requiring irrigation using new materials, equal or better than the original materials, with 20 mm (3/4 in) Schedule 40 PVC being the minimum acceptable for underground lines and 13 mm (1/2 in) Schedule 80 being minimum acceptable for risers and with the systems not being out of operation for more than two (2) days.

All trees, shrubbery and lawns deprived of normal irrigation watering due to a disruption of service caused by the Contractor's operations shall be regularly and thoroughly irrigated by the Contractor so that said plantings will not be damaged. If any trees, shrubbery or lawns die or suffer unacceptable damage as a result of or precipitated by the Contractor's operations the Contractor shall replace same with the same plant species and size. Existing grass lawns within areas that must be excavated and/or re-graded shall be replaced with grass sod in kind. Dead, dying, and unacceptably damaged grass shall be replaced with new grass sod.

Unless otherwise stated on the Plans or Specifications, all material removed from the Work shall become the property of the Contractor and shall be disposed of in a lawful manner. Removals shall include, but not be limited to,

- 1) All excess excavation material not needed for structural section
- 2) Debris
- 3) Miscellaneous items

The contractor shall conform to the following requirements:

- 1) The Contractor shall not start any removal work unless it is prepared to perform reconstruction work within 24 hours of the time removals were begun, unless otherwise approved by the Engineer.
- 2) The Contractor shall complete forming and pouring of PCC construction within five (5) working days following the removal of existing material at any location.
- 3) The Contractor shall not remove on-site improvements until it is prepared to

construct the adjacent street section and shall promptly restore all such improvements as applicable, upon completion of the adjacent street work.

All concrete removed shall be hauled off the Work site no later than the calendar day following the day that the removal is performed.

Prior to making concrete removals, the Contractor shall meet with the Engineer to verify the limits of removals, locations of joints, to establish smooth joints and to ensure proper drainage. The Contractor may make minor changes in the location of joins and the limits of removals, provided a smooth join and proper drainage can be achieved and it has obtained prior written approval from the Engineer.

**300-1.4 Payment.** Payment for clearing and grubbing shall be included in the contract unit price for the various items bid and no additional payment will be made.

### **300-2 UNCLASSIFIED EXCAVATION**

**300-2.1 General.** It shall be the Contractor's obligation to lawfully dispose offsite all excess material generated by his operations. Likewise, any other contractor working within the project area will be under a similar obligation to remove any surplus materials and leave the site in the same condition it was found unless they have privately come to an alternate agreement with the Contractor. The Contractor is encouraged to cooperate but shall be under no obligation to enter into such private agreements.

Unsuitable material encountered below the natural ground surface in embankment areas, or below the grading plane in excavation areas, shall be excavated, replaced and re-compacted or otherwise processed to render it suitable, or disposed of as directed by the Engineer. In over-excavation areas where unsuitable materials have been removed, the base of the excavation shall be moisture conditioned to a depth of 12 inches and scarified and re-compacted to a depth of at least 6 inches prior to commencing backfill operations. This same requirement shall equally apply to preparation of fill areas prior to embankment construction.

**300-2.8 Measurement.** The contractor shall include earthwork excavation costs in the individual bid items indicated in the bid schedules for this work with the exception of additional work directed by the Engineer for over-excavation and excavation of unsuitable material.

## **SECTION 302 – ROADWAY SURFACING**

### **302-5 ASPHALT CONCRETE PAVEMENT**

**302-5.4 Tack Coat.** Add the following paragraph: A Tack Coat shall be applied between base and finish/surface courses when i) the finish/surface course is not placed immediately after the base course (within 24 hours AND with no traffic using the base course surface); ii) to existing paved surfaces where new asphalt concrete overlaps or abuts existing pavement; and iii) along all edges of concrete gutters and PCC pavement slabs. There shall be no separate payment for Tack Coat.

### **303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS**

#### **303-5.5. Finishing**

**303-5.5.5. Alley Intersections, Access Ramps, and Driveways.** Add the following:

Unless otherwise approved by the Engineer, the entire affected curb and gutter portion shall be removed by saw cutting the adjacent AC pavement one (1) foot from the edge of the PCC gutter.



Where applicable, the contractor shall reconstruct this one (1) foot wide section with a 3-inch thick section of AC pavement (C2-PG-64-10) on a 4-inch thick section of 1-sack cement and sand slurry mix on an 8-inch thick section of untreated Base. If the affected curb and gutter is located in a spandrel, the spandrel shall be sawcut six inches (6") minimum from the flow line of the gutter and the spandrel reconstructed to match the existing spandrel portion to remain and be on 8 inches of untreated Base. No extra payment will be allowed for the PCC spandrel construction.

PCC Access Ramps shall be constructed at locations shown on the Plans and per the 2018 Caltrans Standard Plan A88A, and the County of San Bernardino Standard Drawings. PCC Access Ramps shall not be poured monolithically with concrete curb.

Access ramps constructed in existing curb returns may obliterate survey tie points. The Contractor shall provide note to the CITY and include reestablish the existing survey tie points under monument preservation.

**303-5.7 Repairs and Replacements** Add the following: In order to minimize vandalism damage to the finished PCC surfaces, the Contractor shall plan his work so that no PCC is poured after 1:00 p.m., unless otherwise authorized by the Engineer in the field.

The Contractor shall barricade and protect placed Portland Cement Concrete from all damages, marks, mars, and/or graffiti. Any Portland Cement Concrete damaged, defaced, discolored, or defective shall be replaced to the satisfaction of the Engineer at the Contractor's expense, and no additional time will be allowed.

Grading, patching, or other remedies to correct the situation will not be accepted unless in the opinion of the Engineer the vandalized area is so small that it does not warrant replacement. Concrete replacement areas shall be from score mark or control joint to score mark or control joint, and full width of the sidewalk. All replacement areas shall be saw cut.

## **PART 4 - EXISTING IMPROVEMENTS**

### **SECTION 400 – Protection and Restoration**

#### **Section 400-1 General**

In the event a traffic control sign or lighting facility is damaged, the Contractor shall immediately call the Department of Public Works at 909-824-6621 or the after-hours number provided at the pre-construction meeting and repair or replace the facility, at the Contractors expense, within 24 hours so the facility is fully operational.

## **PART 5 - PIPELINE SYSTEM REHABILITATION**

## **PART 6 - TEMPORARY TRAFFIC CONTROL**

## **PART 7 - STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS**

## **PART 8 - LANDSCAPE AND IRRIGATION**

## G. BID ITEM SPECIAL PROVISIONS

### BID ITEM NO. 1: MOBILIZATION / DEMOBILIZATION

Mobilization shall include site review; obtaining all permits, financing, insurance, and bonds; all work necessary for moving personnel, equipment, materials and incidentals onto and between the sites; and all other preparatory work and operations, furnishing and erecting temporary buildings, and other construction facilities, and removal of same at completion of the Work; and other work, all as required for the proper performance and completion of the Work.

Mobilization shall include, but not be limited to, the following items:

- (a) Submittal and modification, as required, of the Construction Schedule.
- (b) Submittal and approval of the proposed haul routes.
- (c) Moving on to the site of all Contractor's equipment required for the work
- (d) Providing on-site sanitary facilities and portable water facilities, as required.
- (e) Submittal of all required insurance certificates and bonds, including subcontractors.
- (f) Obtaining all required permits.
- (g) Having the Contractor's Superintendent present at the job site full time.
- (h) Developing construction water supply.
- (i) Arranging for and erection of Contractor's work and staging area.
- (j) Removal (including all spray-painted markings on any surface), cleanup, and restoration.
- (k) Demobilization

The Contractor shall always have on the work site a competent English-speaking superintendent, as his agent, capable of reading and thoroughly understanding the plans and specifications and other related documents.

#### **Project Schedule**

Project Schedule shall conform to Section 6-1.1 of these Standard Specifications and Special Provisions.

This schedule shall provide affected residents and businesses ample "on-street" parking within a reasonable walking distance from their residence and/or businesses'. Requests for changes in the schedule shall be submitted by the Contractor to the City for approval at least three (3) working days prior to the scheduled notification to the residents of the streets affected.

#### **Informational Signs**

One week prior to the commencement of construction, the Contractor shall install **TWO** project informational signs at locations directed by the Engineer. The Contractor shall maintain the signs for the duration of the project and remove them upon completion of the work.

The contractor shall provide informational signs meeting the below requirements at two locations as directed by the Engineer.

In general, the signs shall meet the following requirements, although the details are subject to change by the Engineer:

1. Signs shall be similar to standard construction warning signs, metal, about 36" x 36"
2. White background with black lettering
3. Install on standard metal traffic sign posts in concrete, AC or soil as necessary

4. Include City of Grand Terrace Logo (black & white)
5. Include the statement 'PROJECT MADE POSSIBLE BY SB1 – THE ROAD REPAIR AND ACCOUNTIBILITY ACT OF 2017.
6. Be installed facing on-coming traffic
7. **Receive approval from the City Engineer BEFORE fabrication and Installation. The contractor shall remove signs, repair concrete, AC or soil area and deliver signs to City at end of construction.**

**Measurement and Payment**

The contract price paid **LUMP SUM (LS)** for **MOBILIZATION/DEMOLITION** shall include full compensation for furnishing all labor, materials, tools, equipment, and for doing all the work described, as specified in the Standard Specifications, these Special Provisions and as directed by the Engineer and no additional compensation will be made therefore.

Mobilization / Demobilization shall not exceed 5% of the total bid. Partial payments will be made as determined by the engineer with no more than 80% being paid prior to the final payment.

**BID ITEM NO. 2: STORMWATER POLLUTION PREVENTION PLAN**

Construction activities covered by the General Permit require submittal by the Contractor of a Storm Water Pollution Prevention Plan (SWPPP) prior to the start of any clearing, demolition, grading or excavation. A Storm Water Pollution Prevention Plan (SWPPP) shall be defined as a report that includes site map(s), identification of construction and contractor activities that could pollute storm water, and a description of measures and practices to control the potential pollutants. The preparation and implementation of the SWPPP is intended to ensure that the Contractor will make every reasonable effort to prevent the pollution of water resources during the period of construction. The size and nature of this Contract place it under the regulations of the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharge Associated with Construction Activity. In the State of California, these regulations are adopted by the State Water Resources Control Board. These regulations require a SWPPP for any work where clearing, grading, and excavation result in a land disturbance of one or more acres. As a result, the Contractor shall prepare, submit to the CITY for review and approval, and implement a SWPPP for this Contract in compliance with these regulations.

**Measurement and Payment**

The contract **LUMP SUM** price paid for **STORMWATER POLLUTION PREVENTION PLAN** shall include full compensation for furnishing all labor, materials, tools, equipment, and for doing all the work described, as specified in the Standard Specifications, these Special Provisions and as directed by the Engineer and no additional compensation will be made therefore.

**BID ITEM NO. 3: PUBLIC NOTIFICATION, BID ITEM NO. 27: PUBLIC NOTIFICATION – BARTON ROAD, AND BID ITEM NO. 31: PUBLIC NOTIFICATION – S. LA CADENA ROAD**

The Contractor shall be required to notify and cooperate with the public, transit companies, local law enforcement agencies, local fire districts, local utilities companies, refuse collectors, schools, medical facilities and any other persons or agencies who may be affected by this project at least two (2) weeks prior to construction. Other notifications may be required during project construction as outlined below.

Notifications will be provided by the Contractor relating to, but not limited to, the following items:

- General information

- Traffic delays and alternate routes
- Tree removals and/or trimming
- Driveway closures (if multiple closures are required at separate dates, multiple notices will be required)
- Water service interruptions
- Temporary relocation of bus stops
- Adjustment of utilities
- Waste pick up

**7-Day Notifications:** Before Contractor begins any work, all residents and businesses facing or siding on each street affected by the work shall be notified in writing, at least seven (7) days in advance. This notification will provide general information about the project, approximate range of dates when construction will take place, time of work, Contractor's name and phone number and any other pertinent information for residents. The Contractor shall provide the City Engineer a copy of the proposed written notification for review three working days prior to delivery.

**72-Hour Notifications:** The Contractor is responsible for delivering City supplied door hangers (or Contractor's equivalent form approved by the Engineer) PRIOR to the ARAM/slurry seal, and cold mill/ asphalt concrete paving operations. Notification will require dates, times, closure maps (if applicable) and other pertinent information regarding the project to be filled in by the Contractor and as directed by the Engineer. The Contractor is responsible for providing a phone number on the notice that can be reached after hours and on weekends by resident and businesses to answer their concerns. The Contractor shall provide the City Engineer a copy of the proposed written notification for review three working days prior to delivery.

72-Hour Notifications to affected residents and businesses shall be delivered a minimum of 72-hours prior to resurfacing operations.

For areas that have been notified and have parking areas restricted, should the Contractor's operation, be postponed or cancelled with no work in the proposed area for more than seven (7) calendar days, the Contractor shall re-notify the affected residents and businesses with similar notifications, as listed above, a minimum of two (2) working days prior to the start of the work.

Failure to comply with the notification requirement will result in a stop work order. The Contractor shall maintain an updated and chronological record at the job site of all written notifications along with a list of recipients. Such records shall be made available upon request by the City Engineer.

The contract per **LUMP SUM (LS)** price paid for **BID ITEM NO. 3, PUBLIC NOTIFICATION** shall include full compensation for furnishing all labor, materials, tools, equipment, and for doing all the work described, for the project areas (with the exception of Barton Road and S. La Cadena Road) as specified in the Standard Specifications, these Special Provisions and as directed by the Engineer and no additional compensation will be made therefore.

The contract per **LUMP SUM (LS)** price paid for **BID ITEM NO. 27, PUBLIC NOTIFICATION – BARTON ROAD**, shall include full compensation for furnishing all labor, materials, tools, equipment, and for doing all the work described for the project on Barton Road as specified in the Standard Specifications, these Special Provisions and as directed by the Engineer and no additional compensation will be made therefore.

The contract per **LUMP SUM (LS)** price paid for **BID ITEM NO. 31, PUBLIC NOTIFICATION – S. LA CADENA ROAD**, shall include full compensation for furnishing all labor, materials, tools, equipment, and for doing all the work described for the project on S. La Cadena Road as specified

in the Standard Specifications, these Special Provisions and as directed by the Engineer and no additional compensation will be made therefore.

**BID ITEM NO. 4: CONSTRUCTION AREA TRAFFIC CONTROL; BID ITEM NO. 28: CONSTRUCTION AREA TRAFFIC CONTROL – BARTON ROAD; BID ITEM NO. 32: CONSTRUCTION AREA TRAFFIC CONTROL – S. LA CADENA ROAD**

**General**

Control of traffic and pedestrians during construction shall conform to Part 6 TEMPORARY TRAFFIC CONTROL of the Standard Specifications and these special provisions.

All traffic control operations shall be conducted by a professional traffic control company or contractor personnel dedicated to traffic control, experienced in providing traffic control on municipal roadways and conditions similar to the project requirements and are not assigned other tasks on the project.

The provisions in this section may be modified or altered if, in the opinion of the Engineer, public traffic will be better served, and work expedited. Any proposed modification shall be approved in writing by the Engineer.

Any locations yielding a situation that is not considered drivable by the Engineer shall be resolved by the Contractor at the direction of the Engineer. The Contractor shall not be paid for such corrective action and shall be charged for any costs incurred by the City for corrective actions taken.

The Contractor is not allowed to drive his/her fully loaded trucks on the new pavement.

Any deviation from these requirements is not permitted. All the Contractor's operations will be ceased at once if the Contractor violates any of these requirements unless approved by the Engineer. No further payments will be made to the Contractor until problems are resolved according the City's requirements.

The Contractor shall:

1. Submit traffic control plans (TCP) per Section 601-2 of the Greenbook for each project street for review and approval by the Engineer a minimum of one (1) week prior to the start of construction.
2. Perform all work for this project Monday through Friday, from 8:00 am to 5:00 pm except City observed holidays.
3. Conduct operations such that fire hydrants, meter vaults, water and gas shut-off valves, and similar facilities are not buried during the course of the work and so as to offer the least possible obstructions and inconvenience to public traffic and to properties fronting the construction areas.
4. Submit to the Engineer for approval his method of maintaining access to businesses fronting the construction. Where necessary, temporary ramps shall be constructed and maintained. In addition, the Contractor shall notify occupants of affected properties forty- eight 48 hours in advance of the time access will be affected by the prosecution of the work required.

**Street Requirements and Lane Closures**

**Complete road closures will not be allowed on Barton Road, S. La Cadena Drive, Canal Street, or on Mt. Vernon Avenue.** In general, where closures are not allowed, but subject to the special provisions in this Section, on multi-lane (4 lanes or more) streets, only one lane in each direction may be closed at a time. On two-lane streets, one lane may be closed at a time, but two-way traffic flow shall always be maintained with flaggers.

Complete closures are allowed for streets ending in cul-de sacs. The closures shall be only during the allowable hours. Street closures shall consider minimizing long walking distances for residences to park and walk to their homes.

Any lane closures shall only be allowed Monday through Friday **from 8:30 a.m. to 3:30 p.m.**, except City observed holidays unless noted otherwise. At 8:00 a.m., the contractor may start work earlier by setting up and starting operations, but may not shut down a lane or street to traffic until 8:30 a.m. Minor deviations from the requirements concerning hours of work, which do not change the cost of the work, may be permitted by the Engineer upon the written request of the Contractor if traffic will be better served and the work expedited. The Contractor shall obtain prior written approvals from the Engineer before adopting such deviations. When directed by the Engineer, the Contractor shall provide flagmen to direct the traffic, at no additional contract cost to the City.

### **Signs, Barricades, Delineators and Detours**

All signs shall be illuminated or reflectorized when they are used during hours of darkness. All cones, pylons, barricades, or posts used in the diversion of traffic shall be provided with flashers or other satisfactory illumination if in place during hours of darkness.

Traffic delineators shall be of the double base type.

Whenever the contractor is required to detour traffic, submit drawings of the proposed detour plan to the Engineer five (5) working days prior to the date when the proposed detour is to be implemented. The Contractor will revise the plan in accordance with the directions of the Engineer. No Contractor shall implement a detour without prior approval of the detour plan by the Engineer. All detours shall be installed and maintained at all times in accordance with the approved plan. All construction signs shall be constructed with high intensity reflective sheeting and shall be maintained in clean and legible manner at all times.

The Contractor shall furnish, construct, maintain and finally remove detours, road closures, lights, signs, barricades, flagmen, drainage facilities, reconstruct paving and such other items and services as are necessary to adequately safeguard the public, both traveling and otherwise, from hazard and inconvenience. All such work shall be as provided in the Specifications herein, or as directed by the Engineer and shall conform to the ordinances and regulations of the City.

The Contractor shall be responsible for placing and removing turn restrictions and transitions as required by the Engineer. (This includes no left turns signs, etc.).

Provide temporary travel lane delineation, as required, at all times. Temporary flexible reflective stick on markers (slurry markers) may be applied, as appropriate.

Provide temporary traffic restriping at the conclusion of any working day for any centerline or lane line, which is obliterated by construction for a distance longer than 65 feet. The minimum lane width shall be 10 feet. There shall be a minimum of 5-foot clearance from open excavations deeper than 4-inches, and 24-inches clearance from other obstructions and any excavations less than 4-inches unless authorized by the Engineer. The clearance requirements from open excavations may be reduced if k-railing (if the contractor so chooses) with crash cushions are utilized; the specification and layout of the k-rails with crash cushions shall conform to Caltrans' standards and shall be approved by the engineer. All costs for k-rails and crash cushions shall be borne by the Contractor.

The Contractor shall use temporary asphalt surfacing at his own expense as required to maintain traffic in a safe and non-disruptive manner. The Contractor shall construct temporary AC ramps to provide safe and drivable access to residents and businesses. Transitional and temporary asphalt

concrete shall be removed prior to placement of new AC pavement.

The Contractor shall provide temporary delineation as directed and approved by the Engineer at no additional expense to the City. Temporary delineation shall include wet nozzle sandblasting of conflicting markings, installation and removal of temporary centerlines or lane lines, detour signing, barricading, replacement of traffic lines, and markings in their proper locations upon termination of the detour phase.

Temporary striping required for traffic control during construction shall be removed by the Contractor by using wet nozzle sandblasting methods, or other methods approved by the Engineer. Blacking out the pavement shall not be allowed. Reflective striping tape may be used, except that it shall not be applied to final surfaces. It shall be completely removed from all surfaces prior to placement of subsequent work.

The Contractor shall use illuminated and/or reflective warning/construction signs at appropriate locations for the project and/or as directed by the Engineer. The Contractor shall also use solar powered flashing arrow boards at lane closure tapers in addition to other delineation. Where construction signing conflicts with existing signing, the Contractor shall cover existing signs in a manner approved by the Engineer.

To minimize interruption to the construction and the inconvenience to the motorists, the Contractor must post traffic control signs at all applicable approaches to forewarn traffic. All signs must be visible and readable to the traffic from a minimum distance of 75 feet.

All excavations, if not backfilled or paved at the end of the workday shall be covered with non-skid steel plates, tack welded and flush with pavement surface.

### **On-Street Parking**

The Contractor shall furnish, install and maintain in place "No Parking - Tow Away" signs (even if streets have posted "No Parking" signs), which shall be posted prior to commencement of roadwork work. On the sign, Contractor shall print the hours, day(s) and date of closure in two-inch-high letters and numbers. The notification shall include the Contractor's name and phone number where questions can be directed by the public. A sample of the completed sign shall be approved by the Engineer five (5) working days prior to posting. The signs shall be spaced at a maximum of 50 feet from the street intersection and/or from each adjacent sign. Signing shall be posted at least forty-eight (48) hours but not more than seventy-two (72) hours prior to the start of work. For any work to be performed on Monday morning or a morning following a holiday, the Contractor must post "No Parking - Tow Away" signs with all requirements as specified at least seventy-two (72) hours prior to the weekend or holiday begins.

When originally scheduled paving dates change due to weather or other, Contractor shall remove and replace NO PARKING signs with corrected dates. CROSS OUT DATES IS NOT ALLOWED. Removal and/or replacement of corrected signs and barricades shall be performed within 24 hours of approved changed or as directed by the Engineer.

### **Measurement and Payment**

Payment for **BID ITEM NO. 4, CONSTRUCTION AREA TRAFFIC CONTROL** shall be paid for at the **LUMP SUM (LS)** price bid for traffic control in the project areas (with the exception of Barton Road and S. La Cadena Road). Payment shall include full compensation for furnishing all labor, materials, tools and equipment and all incidentals necessary to provide traffic control during construction and no additional compensation will be allowed thereof. Payment for this item shall be based on completion percentage of entire project.

Payment for **BID ITEM NO. 28, CONSTRUCTION AREA TRAFFIC CONTROL – BARTON ROAD**

shall be paid for at the **LUMP SUM (LS)** price bid for traffic control on Barton Road only. Payment shall include full compensation for furnishing all labor, materials, tools and equipment and all incidentals necessary to provide traffic control during construction and no additional compensation will be allowed thereof.

Payment for **BID ITEM NO. 32, CONSTRUCTION AREA TRAFFIC CONTROL – S. LA CADENA ROAD** shall be paid for at the **LUMP SUM (LS)** price bid for traffic control on S. La Cadena Road only. Payment shall include full compensation for furnishing all labor, materials, tools and equipment and all incidentals necessary to provide traffic control during construction and no additional compensation will be allowed thereof.

#### **BID ITEM NO. 5: CONSTRUCTION SURVEY AND MONUMENT PRESERVATION**

See Section 3-10 Surveying under Special Provisions of this contract for detail work.

##### **Measurement and Payment**

Payment for **CONSTRUCTION SURVEY AND MONUMENT PRESERVATION** shall be paid for at the **LUMP SUM (LS)** price bid. Payment shall include full compensation for furnishing all labor, materials, tools and equipment and all incidentals necessary to conduct any surveying and monument preservation throughout the duration of the project and no additional compensation will be allowed thereof.

#### **BID ITEM NO. 6: REMOVE EXISTING AC/AB/NS 6” DEEP AND CONSTRUCT 6” AC BASE COURSE**

##### **Removals**

Removal of the existing asphalt concrete shall conform to Section 401-2 and the following:

Removal shall be to a depth as shown on the plans and shall include existing asphalt concrete, aggregate base and native soil.

All areas for removal and reconstruction shall be marked in the field by the Engineer.

The contractor shall not remove more existing pavement than can be replaced in a single day unless approved by the Engineer.

If removal is performed by cold milling, the millings may be used for shoulder repair if directed by the Engineer. Milling shall be compacted as directed by the Engineer.

##### **Asphalt Concrete Reconstruction**

Asphalt concrete shall conform to Section 302-5 of the Standard Specifications and these Special Provisions.

Sub-grade preparation shall conform to Section 301-1 of the latest edition of the Standard Specifications for Public Works Construction.

Asphalt Concrete shall be Type III-B2-PG-64-10 (3/4” sieve size). The 6” base course may be placed in one lift.

If the sub-grade is aggregate base or native soil a prime coat shall be applied.



The Contractor shall be responsible for maintaining location of and access to, all water valves, water line gate valves and manholes during construction.

The Contractor shall schedule paving operations to ensure that construction equipment does not drive over new AC material.

Contractor shall protect and preserve the entire existing pavement outside of the construction limits to the satisfaction of the Engineer in the same condition as existing. Contractor shall replace and/or repair the damaged area at no cost to the City.

### **Measurement and Payment**

Payment for this item shall be made at the unit price bid per **SQUARE FOOT (SF) of REMOVE EXISTING AC/AB/NS 6" DEEP AND CONSTRUCT 6" AC BASE COURSE**. The unit price bid shall include saw cutting, removal, and disposal of failed materials; subgrade preparation, surface preparation, tack coat and all labor, material, equipment and incidentals required to complete the work. No further compensation will be allowed.

Temporary asphalt concrete work where required by the Engineer for traffic control or other purposes shall be considered included in the price bid for the various items of work and no additional compensation will be allowed.

## **BID ITEM NO. 7: 3/8" ASPHALT RUBBER AGGREGATE MEMBRANE (ARAM)**

### **General**

ARAM shall conform to Section 203-12 and 302-10 of the Standard Specifications and the following Special Provisions:

Add the following:

Surface Preparation: (1) All holes and cracks exceeding 1.5 " wide shall be filled with asphalt concrete approved for skin patching compacted level with the top of the existing pavement; (2) all cracks and joints greater than ¼" and less than 1.5" in width shall be blow thoroughly clear with high pressure air or power broomed clean to a depth of ¾" minimum immediately ahead of crack filling and filled with Crafcro Polyflex III or equal. Filler shall be within 1/8" below and flush with existing pavement surface and shall be thoroughly squeegeed to attain the result.

### **203-12.2 - Asphalt Rubber Binder**

Add the following subsection:

203-12.2.4 - Acceptance. Acceptance of asphalt rubber and screenings shall either be based on testing by the Agency for compliance with the Specifications, or by submission of a Certificate of Compliance conforming to 4-5, as determined by the Engineer.

If the screenings are produced at a plant 50 miles or less from the Project site, the Agency may test the screenings at the plant for compliance with the requirements of the Specifications. Testing, except for paving asphalt content, will be performed a minimum of 2 Working Days prior to the start of delivery of screenings to the Project site. Testing for paving asphalt content will be performed each day screenings are delivered to the Project site. The Engineer may waive the testing and require submission of a Certificate of Compliance and supporting test data on screenings delivered to the Project site. Submission shall be within 5 Working Days of completion of ARAM placement.

If the screenings are produced at a plant greater than 50 miles from the Project site, the Contractor shall submit a Certificate of Compliance and supporting test data for the screenings delivered to the Project site. Submission shall be within 5 Working Days of completion of ARAM placement.

If the asphalt rubber is produced on or adjacent to the Project site, the Agency may perform hand-held viscometer testing on each batch produced. The Engineer may waive the testing and require submission of a Certificate of Compliance and supporting hand-held viscometer test data for each batch of asphalt rubber produced and placed on the Project. Submission shall be within 5 Working Days of completion of ARAM placement.

If the asphalt rubber is produced greater than 50 miles from the Project site, the Agency will perform hand-held viscometer testing at the Project site once the asphalt rubber is at the test temperature. Asphalt rubber which fails to conform to the requirements of the Specifications at the Project site will not be accepted for use on the Project.

### **302-10.1 - Application**

Add the following before the first paragraph:

The Contractor or Subcontractor placing the ARAM shall hold a valid permit to operate from the jurisdictional air quality agency at the time of submission of the Bid and at all times during ARAM placement. Prior to award of the Contract, the Contractor shall submit a copy of the valid permit.

The Contractor shall be solely responsible for delays and associated cost increases due to the Contractor's or its Subcontractor's failure to maintain a valid permit to operate, and for any cessation in operations ordered by the jurisdictional air quality agency.

Prior to application, the existing pavement surface shall be prepared as follows:

- a) Cracks wider than 1/4 inch shall be blown out with compressed air or a leaf blower.
- b) Weeds within cracks shall be removed.
- c) The roadway shall be swept with a self-propelled street sweeper or kick-broom.

### **302-10.2 - Screenings**

Replace the last sentence of the sixth paragraph with the following:

Since the ARAM will be covered with a slurry seal and is to be used as an interlayer, a flush coat shall be applied if the slurry seal is not scheduled within **4 Days** of the date of the ARAM placement.

Add the following to the fourth paragraph:

In addition to the initial sweeping, sweeping shall occur, at a minimum, on day two and every other day after placement of the screenings until placement of the slurry seal. Additional sweeping may be required as directed by the Engineer at no additional cost.

### **302-10.5 - Measurement and Payment**

Replace the entire subsection with the following:

Asphalt rubber and aggregate membrane will be measured by the square foot.

Payment for asphalt rubber and aggregate membrane will be made at the Contract Unit Price per **SQUARE FOOT (SF)** placed for **3/8" ASPHALT RUBBER AND AGGREGATE MEMBRANE (ARAM)**. The Contract Unit Price shall include pavement preparation, furnishing and applying asphalt rubber and screenings, rock dust blotter, and flush coat.

**BID ITEM 8: POLYMER MODIFIED EMULSIFIED ASPHALT-RECLAIMED ASPHALT PAVEMENT AGGREGATE (PME-RAP) SLURRY SEAL SURFACING**

PME-RAP Slurry Seal shall conform to Section 302-15 of the Standard Specifications (added) as follows:

**302-15.1 General**

PME-RAP Slurry Seal surfacing shall consist of the mixing, spreading and application of a stable mixture of polymer modified emulsified asphalt, reclaimed asphalt pavement aggregate, water, and set control agents at the work site.

The Contractor shall make arrangements for and provide an aggregate stockpile site a minimum of 3 Working Days prior to starting the Work. Aggregates shall not be stockpiled on native material unless approved by the Engineer. The stockpile site shall be clean and free from any materials which may be detrimental to the production and performance of PME-RAP slurry seal surfacing.

**302-15.2 Materials**

**302-15.2.1 Polymer Modified Emulsified Asphalt (PME).** PME shall be grade PMCQS-1h conforming to 203-3.4.5 of the Standard Specifications *except the polymer content shall be a minimum of 3.0 percent by weight of residual asphalt.*

**302-15.2.2 Reclaimed Asphalt Pavement (RAP) Slurry Seal Aggregate.**

**302-15.2.2.1 General.** RAP used to produce RAP slurry seal aggregate shall conform to 203-7.2.2, except for sand equivalent, and the requirements shown in Table 302- 15.2.2.1.

**TABLE 302-15.2.2.1**

Tests	Test Method	Requirements
Percentage Wear, 500 Revolutions <sup>1</sup>	ASTM C131	35% Maximum
Sand Equivalent	ASTM D2419	60 Minimum
Soundness (5 Cycles) <sup>1</sup>	ASTM C88	15% Maximum
Durability	CTM 229	55 Minimum

Notes:

- 1. On RAP retained on No. 4 sieve.

**302-15.2.2.2 Grading.** The grading of the combined RAP aggregates shall conform to the requirements shown in Table 302-15.2.2.2.

**TABLE 302-15.2.2.2**

Requirements	Un-Extracted RAP Aggregate	Extracted RAP Aggregate (ASTM D1856)
	% of Combined Aggregate Passing Sieves (ASTM C136)	% of Combined Aggregate Passing Sieves (ASTM C136)
3/8" (9.5 mm)	100	
No. 4 (4.74 mm)	90 - 100	100
No. 8 (2.36 mm)	60 - 90	90 - 100

No. 16 (1.18 mm)	35 - 60	65 - 90
No. 30 (600 µm)	23 - 45	40 - 60
No. 50 (300 µm)	12 - 30	25 - 42
No. 100 (150 µm)	5 - 20	15 - 30
No. 200 (75 µm)	0.5 - 10	10 - 20
Residual Asphalt Content (ASTM D6307), %		6.0 - 8.5

**302-15.2.2.3 Water.** Water shall conform to 203-3.2 of the SSPWC.

**302-15.2.2.4 Set Control Agents.** Set control agents shall conform to 203-5.4.2.5 of the SSPWC.

**302-15.3 Mix Designs.** Mix designs shall conform to 203-5.2 of the SSPWC for Type II aggregate and the following:

The percentage of emulsified asphalt and residual asphalt content shall conform to the requirements shown in Table 302-15.3.

**TABLE 302-15.3**  
PME-RAP slurry seal surfacing shall consist of the mixing

Tests	Test Method	Requirements
Emulsified Asphalt, % by weight of dry RAP Aggregate	--	10.0-14.0
Residual Asphalt Content, % by weight of dry RAP Aggregate	ASTM D6307 <sup>1</sup> Or CTM 382 <sup>1</sup>	12.0 Min.

Notes:

1. Sample size shall be 500g minimum.

The amount of set control agents to be included shall be that amount necessary to ensure that PME-RAP slurry seal surfacing can support vehicular traffic within 60 minutes after the completion of application.

Field adjustments to the set control agents may be made in accordance with the approved mix design.

**302-15.4 Scheduling, Public Convenience and Traffic Control.** Scheduling, public convenience, and traffic control shall conform to 302-4.5 and Part 6 of the Standard Specifications and the Special Provisions. "No Parking" signs shall be provided by the Contractor. The Contractor shall only post the "No Parking" signs unless otherwise approved or directed by the Engineer.

**302-15.5 Continuous Flow Mixers and Mixing.** Mixing shall be performed on the Work site by the use of continuous-flow mixers conforming to 302-4.3 of the Standard Specifications and the following:

Prior to the beginning of slurry operations, the Contractor shall furnish current licensed weighmaster's certificates indicating the net weight capacity of the aggregate bin of each mixer. Except for partial loads to complete a Day's schedule, or for patching, each mixer shall

be filled to its rated capacity and the Engineer and the Contractor shall each keep a daily count of the number of loads and/or partial loads applied to the surface of the existing pavement by each mixer. Each aggregate bin shall have permanent calibration marks in maximum increments of 2 tons.

The Contractor shall have a minimum of 2 fully-operational continuous flow mixers available for use on the Work site at all times. These mixers shall be available for inspection by the Engineer at least 48 hours prior to commencing the Work.

**302-15.6 Spreading and Application.**

**315-15.6.1 General.** Spreading and application shall conform to 302-4.8 of the SSPWC and the following.

**315-15.6.2 Utilities.** The Contractor will be required to work around all existing utility facilities and to seal up to the edges of said facilities. During sealing operations, the Contractor shall cooperate with the owners of any utility covers and shall cover and completely protect said covers with heavy plastic or other suitable material. Raised pavement markers shall be removed or covered and completely protected as directed by the Engineer. The Contractor shall exercise care to prevent slurry from being deposited on concrete surfaces and shall remove slurry from surfaces not designated to be sealed. Covering of slurry on concrete surfaces with sand, cement, or paint will not be acceptable.

**302-15.6.3 Application Temperature.** Application temperature shall conform to 302-4.6.3 of the SSPWC.

**302-15.6.4 Aggregate Application Rate.**

**302-15.6.4.1 General.** Dry RAP aggregate shall be applied at a rate of **12 to 15 pounds per square yard over existing pavement, 14 to 16 pounds per square yard over micro-milled pavement,** and at **a minimum of 19 pounds per square yard over chip seals.** The exact rate shall be approved by the Engineer.

**302-15.6.4.2 Corrective Action.** When the Engineer determines that the application rate does not conform to the requirements, the Contractor shall take immediate corrective action. When the rate is less than the minimum amount required, the Contractor shall re-apply additional PME-RAP slurry seal material to the nonconforming area to meet the requirements.

**302-15.7 Rolling.** After the completion of spreading and application, and when able without tracking, PME-RAP slurry seal surfacing shall be rolled with 3 passes of a pneumatic roller conforming to 302-2.3.5 of the Standard Specifications.

**302-15.8 Field Sampling and Testing.** During the performance of the Work, the Agency will take at least 2 field samples of the mixed slurry per slurry mixer per Day. The Wet Track Abrasion Test sample shall not be transported until the slurry has set as defined by ASTM D3910. Field samples shall conform to the requirements shown in Table 302-15.8.

**TABLE 302-15.8**

Tests	ASTM Test Method	Requirements	
		Min.	Max.
Wet Track Abrasion Test, Weight Loss, gm/ft <sup>2</sup> (gm/m <sup>2</sup> )	D3910 <sup>1</sup>	0	60 (650)

Consistency Test (mm)	D3910 <sup>1</sup>	20 min. 40 max.
Extraction Test (Calculated Emulsion Content, %)	D6307 <sup>2</sup> , CT 382 <sup>2</sup>	± 1 % of mix design
Water Content (% of Dry RAP Aggregate Weight)	See Note 3	< 31

Notes:

1. Modified ASTM D3910 to include No. 4 (4.75 mm) aggregate or greater and to be performed using field samples. Subsection 6.4.4.7, ASTM D 3910 may be modified to use a microwave oven for drying the specimen after the abrasion cycle is complete and the debris washed off.
2. Modified ASTM D6307 and California Test Method 382 to allow a minimum of 500 ± 50 grams sample.
3. Weigh a minimum of 500 grams of homogenized mixed slurry into a previously tared quart can with a friction lid. The lid shall be placed on the can to prevent loss of material during transportation. Place the can with the lid off in an oven and dry to constant mass at 220<sup>0</sup>F ± 10<sup>0</sup>F (110<sup>0</sup> C ± 5<sup>0</sup>C).
4. The 3/8-inch (9.5 mm) template shall be used.

ASTM D3910, modified per 203-5.2 of the SSPWC, shall be used on field samples during performance of the Work. These results will be used in conjunction with 302- 15.10.2.2.

The Contractor may perform "referee" sampling on its behalf. Each referee sample shall be taken immediately before, during or after the sampling by the Agency. No changes in machine calibration will be allowed between sampling. The Agency will observe the referee sampling to ensure compliance with specified procedures. The Agency shall be given the opportunity to observe the remaining portions of the WTAT to assure the accuracy of the referee test. The Contractor shall notify the Engineer at least 24 hours in advance of actual test performance. The referee WTAT shall be performed by an independent, certified laboratory. The results of each referee test will be compared to the respective test performed by the Agency. At the discretion of the Engineer, the referee test may be used as a basis to modify the result of the respective test performed by the Agency. All costs for referee testing shall be considered as included in the Contract Unit Price for emulsion- aggregate slurry.

If the test results fail to meet the Specifications, the Contractor shall cease spreading slurry seal produced by the nonconforming mixer until the Contractor demonstrates the mixer is producing slurry seal which conforms to the Specifications.

**302-15.9 Measurement.** Upon completion of the Work, the Contractor shall submit to the Engineer licensed weighmaster certificates for materials delivered to the Work site and for excess materials not incorporated into the Work.

PME-RAP slurry seal will be measured by the square feet of polymer modified emulsified asphalt and RAP slurry seal aggregate placed in the field.

The Contractor shall submit to the Engineer, no later than noon of the first Working Day following the day of delivery, licensed weighmaster certificates showing the weight of emulsified asphalt and RAP slurry seal aggregate delivered to the Project stockpile/storage site. Only PME and RAP aggregate intended for use on the Work shall be delivered to the Project stockpile/storage site. Deliveries shall not be made on Saturday, Sunday, or holidays unless otherwise approved by the Engineer. Prior to acceptance of the Work, the Contractor shall

also submit to the Engineer licensed weighmaster's certificates showing the weight of PME and RAP aggregate remaining at the Project site.

The Contractor shall furnish, operate, maintain, and remove portable scales at the stockpile site. Scales shall be calibrated, certified, and sealed after installation and prior to initial use by a State of California Department of Food and Agriculture, Division of Measurement Standards, Registered Service Agency. A listing of registered service agencies is available at the following:

<https://www.cdfa.ca.gov/dms/programs/rsa/rsalistings/rsaListings.html>

**302-15.10 Payment.**

**302-15.10.1 General.** Payment shall be made at the Contract Unit Price per **SQUARE FOOT** for **PME-RAP SLURRY SEAL SURFACING**. Payment will be reduced in accordance with 302-15.10.2.

No separate or additional payment will be made for portable scales, calibration, scheduling, public convenience, or traffic control unless otherwise specified.

**302-15.10.2 Payment Reduction for Noncompliance.**

**302-15.10.2.1 General.** Payment to the Contractor will be reduced for failure of the field test samples to conform to the WTAT requirements specified in 302-15.8.

**302-15.10.2.2 Reduction in Payment Based on WTAT.** If the average of all WTATs performed per continuous-flow mixer, per Day, fails to conform to the requirements specified in 302-15.8, the Contractor agrees that payment for the Work represented by the failed tests shall be reduced as shown in Table 302-15.10.1.2.

**TABLE 302-15.10.1.2**

<b>WTAT Loss gm/ft<sup>2</sup> (gm/m<sup>2</sup>)</b>	<b>Payment Reduction (Percent)</b>
0 – 60 (0 – 650)	0
60.1 – 75 (650.1 – 810)	15
75.1 – 80 (810.1 – 860)	30
80.1 – 99 (860.1 – 1070)	70
99.1 or greater (1070.1 or greater <sup>1</sup> )	100

Notes:

1. Slurry seal surfacing with WTAT loss greater than 99.1 gm/m<sup>2</sup> (1070.1 gm/ft<sup>2</sup>) shall be removed to the satisfaction of the Engineer.

**BID ITEM NO. 9: REMOVE AND REPLACE CURB RAMP (COUNTY CURB RETURN WITH RAMP)**

**General**

The contractor shall remove the existing curb ramps as shown on the plans. Contractor shall remove the ramps in all directions to an existing pavement joint, or to the limits necessary to construct an accessible new curb ramp or as directed by the Engineer. The contractor shall saw cut at the limits of the removal.

A new curb ramp conforming to the detail as shown on the plans (COUNTY CURB RETURN WITH

RAMP or COUNTY CASE A) shall be constructed as shown on the plans. Where the existing curb ramp is to be replaced with a different type of ramp, the Engineer shall verify the location of the ramp prior to commencing the work.

### **Materials**

Materials shall comply with Section 303-5 and with the plans and specifications herein.

The concrete curb ramps shall have a Detectable Warning Surface with raised truncated domes as shown on the details and as specified in Detectable Warning Surfaces and in these contract documents.

### **Measurement and Payment**

Payment for this item shall be made at the unit price bid per **EACH (EA) of REMOVE AND REPLACE CURB RAMP (COUNTY CURB RETURN WITH RAMP)**. The unit price bid shall include saw cutting, removal, and disposal of materials; subgrade preparation, and all labor, material, equipment and incidentals required to complete the work and no further compensation will be allowed. Detectable Warning Surfaces shall be paid under a separate bid item as noted.

## **BID ITEM NO. 10: REMOVE AND REPLACE CURB RAMP (CALTRANS CASE C)**

### **General**

The contractor shall remove the existing curb ramps as shown on the plans. Contractor shall remove the ramps in all directions to an existing pavement joint, or to the limits necessary to construct an accessible new curb ramp or as directed by the Engineer. The contractor shall saw cut at the limits of the removal.

A new curb ramp conforming to the detail as shown on the plans (CALTRANS CASE C) shall be constructed as shown on the plans in the location of the existing ramps unless otherwise directed by the Engineer.

The concrete curb ramps shall have a Detectable Warning Surface with raised truncated domes as shown on the details and as specified in in Detectable Warning Surfaces and in these contract documents.

### **Measurement and Payment**

Payment for this item shall be made at the unit price bid per **EACH (EA) of REMOVE AND REPLACE CURB RAMP (CALTRANS CASE C)**. The unit price bid shall include saw cutting, removal, and disposal of materials; subgrade preparation, and all labor, material, equipment and incidentals required to complete the work and no further compensation will be allowed. Detectable Warning Surfaces shall be paid under a separate bid item as noted.

## **BID ITEM NO. 11: DETECTABLE WARNING SURFACES**

Curb ramps shall have a single piece prefabricated detectable warning surface with dimensions as shown on the project plans installed in accordance with the details provided in the plans and comply with the requirements of the Americans with Disabilities Act (ADA). Detectable warnings shall consist of raised truncated domes as shown in the project plans and in conformance with CALTRANS 2018 Standard Plan A88A.

The detectable warning surface shall be a Cast-In-Place Replaceable Tactile Warning Surface Tile. The detectable warning surface shall be installed in accordance with the manufacturer's recommendations and instructions. The manufacturer shall provide a minimum 5-year warranty, guaranteeing replacement when there is a defect in the dome shape, color fastness, sound-on-cane



acoustic quality, resilience or attachment. The warranty period shall begin on the date of acceptance of the Contract.

**Measurement and Payment**

Payment for this item shall be made at the unit price bid per **SQUARE FOOT (SF)** of **DETECTABLE WARNING SURFACES**. The unit price bid shall include all labor, material, equipment and incidentals required to complete the work and no further compensation will be allowed.

**BID ITEM NO. 12 AND BID ITEM NO. 29: ADJUST MANHOLE FRAME AND COVER TO GRADE and BID ITEM NO. 13: ADJUST WATER/GAS VALVE FRAME AND COVER TO GRADE**

The contractor shall adjust all utility covers within the limits of the project to finish grades.

**Measurement and Payment**

Payment to adjust all manhole frame and covers shall be made at the unit price bid per **EACH (EA)** for **ADJUST MANHOLE FRAME AND COVER TO GRADE**. Payment to adjust all water, gas, and other utility frames and covers shall be made at the unit price bid per **EACH (EA)** for **ADJUST WATER/GAS VALVE FRAME AND COVER TO GRADE**. The unit price bid shall include all labor, material, equipment and incidentals required to complete the work and no further compensation will be allowed.

**BID ITEM NO. 14 AND BID ITEM NO. 33: DETECTOR LOOPS**

This work shall consist of replacing the existing traffic signal detector loops as shown on the plans or as directed by the Engineer to match existing. All traffic loops destroyed by the resurfacing work shall be replaced and additional loops shall be installed as directed by the Engineer. The Contractor shall schedule the work to minimize the time between destruction of existing loops and installation of replacement loops. The Contractor shall provide at least two (2) working days' notice to City Public Works Department prior to any operation disabling detector loops.

Replacement loop detectors for this project shall conform to the provisions in Section 86 "Electrical Work" of the 2018 State Standard Specifications, 2018 State Standard Plans ES-5A and ES-5B, and these special provisions.

Replacement loop type shall match existing unless otherwise directed by the Engineer. The accompanying loop conductors shall be Type 1, USE cross-linked polyethylene insulation. Unless otherwise approved, loop sealant shall be hot-melt rubberized asphalt. If necessary, Contractor shall furnish and install loop lead-in cable, which shall be Type B used in parallel as a single conductor, i.e. one cable per set of loops. See State Standard Specifications Section 86-2.09 "Wiring" for splice reinforcement.

The Contractor shall coordinate all signal work with the City Public Works Department Two (2) working days before the work.

**Measurement and Payment**

Measurement and payment for Detector Loops shall be made at the unit price bid per **EACH (EA)** for **DETECTOR LOOPS**. The unit price bid shall include all labor, material, equipment and incidentals and work involved in connecting to existing controller as required to complete the work and no further compensation will be allowed.

## **BID ITEMS NO. 15 THROUGH 25: STRIPING, PAVEMENT MARKERS AND MARKINGS**

This work shall consist of installation of striping, pavement markings, and reflective and non-reflective pavement markers and pavement markings in accordance with the California MUTCD, 2018 State Standard Specifications, and 2018 State Standard Plans.

The Contractor shall field verify and inventory all existing striping and marking, widths, types, and alignments on each project street in advance of construction. Traffic striping and Markings shall be recorded by type, size, color and location and accurately and neatly detailed so that striping and, markings may be identically replaced, unless otherwise directed by the Engineer. This record shall be submitted for review and acceptance by the Engineer prior to any removal activity. The record shall also include the limits or changes in striping pattern, including one- and two-way barrier lines, limit lines, crosswalks and other pavement markings.

### **Placement of Traffic Stripes and Pavement Markings**

Contractor shall furnish and replace traffic stripes and markings in the original pattern on all roadways, unless otherwise shown on the Plans, Traffic Striping shall be paint and markings shall be thermoplastic and conform to the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the State Standard Specifications and these special provisions.

The existing striping and markings shall be replaced with thermoplastic for markings and paint for striping, as specified in these specifications and as directed by the Engineer. Unless noted elsewhere in these specifications and Plans, traffic striping and pavement markings shall be replaced at all locations where existing traffic stripes and pavement markings are damaged, obliterated or covered as a result of construction operations.

Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern. All conflicting striping shall be removed by sand blasting or as directed by the Engineer. If a portion of a pavement marking or legend is damaged, obliterated or covered due to construction operations the entire marking or legend shall be replaced.

For striping and markings to be replaced in kind, the Contractor shall physically tie down the location of the beginning and ending of each existing stripe and marking adjacent to the work area. Within one working day following the completion of pavement resurfacing or as directed by the Engineer, the Contractor shall accurately mark, by cat tracking with painted marks, the location of all striping and markings to be installed.

Upon notification by the Contractor, the Engineer shall review and approve the cat tracking prior to applying the permanent stripes and markings. The Contractor shall allow a minimum of three (3) working days for City review of the cat tracking, and permanent stripes and markings shall not be applied prior to City approval. The City may make changes to the layout after cat tracking.

Where painting is allowed in these specifications, paint shall be applied in two applications, with each coat being the thickness of a 1-coat treatment per State Standard Specification Section 84-3.03 "Construction" (1 gallon per 107 square feet). The first coat shall be applied within two working days following approval of the cat tracking and the second coat shall be applied a minimum of two days later, but no later than fourteen calendar days following the pavement resurfacing. The Contractor shall pay liquidated damages for each day the final striping and markings are not completed after the 14th calendar day. Scheduling of raised pavement marker installation shall comply with State Standard Specification Sections 85-103B and 85-103C. **To prevent motorists from driving through and tracking wet paint, traffic control shall be installed and maintained until the paint is completely dry.**

The thermoplastic material shall be applied by extrusion method in a single uniform layer. Unless otherwise noted on the plans or in these specifications, the Contractor shall replace all pavement delineation on the same alignment and location.

The thermoplastic material shall be free of lead and chromium, and shall conform to the requirements in California Department of Transportation, Specification PTH-02ALKYD. Retroreflectivity of the thermoplastic traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D 6359-99. White thermoplastic pavement markings shall have a minimum initial retroreflectivity of 250 mcd m<sup>-2</sup> lx<sup>-1</sup>. Yellow thermoplastic pavement markings shall have a minimum initial retroreflectivity of 150 mcd m<sup>-2</sup> lx<sup>-1</sup>.

Thermoplastic pavement markings shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

RainLine – Audible Striping shall be by The RainLine Corporation or approved equal. Centerline striping shall be Audible Striping. Contact The RainLine Corporation at (334) 227-0237 or e-mail at [mac@rainline.com](mailto:mac@rainline.com). The Contractor shall install Audible Striping per manufacturer specifications for “Audible Striping”.

Reflective Pavement Markers shall conform to Section 85, “Pavement Markers”, of the State Standard Construction Specifications and these Special Provisions. All pavement markers shall be removed prior to pavement resurfacing. Pavement markers shall be applied at all locations where existing pavement markers are damaged, obliterated or removed as a result of asphalt resurfacing operations, where required by Section 85 of the Standard Construction Specifications and these specifications, whether a pavement marker was existing or not, and as shown on the plans.

Unless otherwise noted on the plans or in these Special Provisions, the Contractor shall replace all pavement markers on the same alignment and location.

Fire Hydrant Markers - Blue reflective pavement markers shall be placed in the street, 6” to 12” off of centerline or lane line, as directed by the Engineer, and perpendicular to all fire hydrants. Markers shall be blue with two reflective faces. Contractor shall be responsible for locating all fire hydrants and layout work required for installation of blue reflective pavement markers. **Blue markers shall be referenced and installed at all fire hydrant locations within the project limits whether a reflective pavement marker was existing or not.**

#### **Temporary Lane Delineation**

The Contractor shall, upon completing pavement work, which covers or obliterates existing pavement striping, immediately place temporary striping or other delineation as approved by the Engineer along the lines of the existing striping to direct traffic until permanent striping or markers can be placed.

Temporary tab markers shall not be placed more than twelve feet apart on curves nor more than twenty-four feet apart on straight segments. Temporary tab markers shall be the same color as the stripe they are replacing, shall measure two inches tall by 3-1/2 inches wide, and have a reflective lens across the marker width.

#### **Measurement and Payment**

Payment for **Bid Item No. 15** will be made for per **EACH (EA)** for **REFLECTIVE PAVEMENT MARKERS - BLUE (FIRE HYDRANT)** for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved for as shown on the plans, as specified in these special provisions, and as directed by the Engineer and no further compensation shall be allowed.

Payment for **Bid Item No. 16** will be made per **LINEAR FOOT (LF)** for **THERMOPLASTIC STRIPING 12" WHITE** for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved for as shown on the plans, as specified in these special provisions, and as directed by the Engineer and no further compensation shall be allowed.

Payment for **Bid Item No. 17** will be made per **LINEAR FOOT (LF)** for **THERMOPLASTIC STRIPING 12" YELLOW** for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved for as shown on the plans, as specified in these special provisions, and as directed by the Engineer and no further compensation shall be allowed.

Payment for **Bid Item No. 18** will be made per **LINEAR FOOT (LF)** for **THERMOPLASTIC STRIPING CROSSWALK TRIPLE 4 (PLAN A24F)** for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved for as shown on the plans, as specified in these special provisions, and as directed by the Engineer and no further compensation shall be allowed.

Payment for **Bid Item No. 19** will be made per **LINEAR FOOT (LF)** for **THERMOPLASTIC STRIPING DET 12** for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved for as shown on the plans, as specified in these special provisions, and as directed by the Engineer and no further compensation shall be allowed.

Payment for **Bid Item No. 20** will be made per **LINEAR FOOT (LF)** for **THERMOPLASTIC STRIPING DET 22** for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved for as shown on the plans, as specified in these special provisions, and as directed by the Engineer and no further compensation shall be allowed.

Payment for **Bid Item No. 21** will be made per **LINEAR FOOT (LF)** for **THERMOPLASTIC STRIPING DET 24** for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved for as shown on the plans, as specified in these special provisions, and as directed by the Engineer and no further compensation shall be allowed.

Payment for **Bid Item No. 22** will be made per **LINEAR FOOT (LF)** for **THERMOPLASTIC STRIPING DET 38** for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved for as shown on the plans, as specified in these special provisions, and as directed by the Engineer and no further compensation shall be allowed.

Payment for **Bid Item No. 23** will be made per **LINEAR FOOT (LF)** for **THERMOPLASTIC STRIPING DET 39** for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved for as shown on the plans, as specified in these special provisions, and as directed by the Engineer and no further compensation shall be allowed.

Payment for **Bid Item No. 24** will be made per **LINEAR FOOT (LF)** for **THERMOPLASTIC STRIPING DET 39A** for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved for as shown on the plans, as specified in these special provisions, and as directed by the Engineer and no further compensation shall be allowed.

Payment for **Bid Item No. 25** will be made per **SQUART FOOT (SF)** for **THERMOPLASTIC TRAFFIC PAVEMENT MARKING** for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved for as shown on the plans, as specified in these special provisions, and as directed by the Engineer and no further compensation shall be allowed.

**BID ITEM NO. 26: COLD MILL EXISTING ASPHALT CONCRETE, 2" DEEP, AND CONSTRUCT 2" ASPHALT RUBBER HOT MIX (ARHM) – BARTON ROAD, AND BID ITEM 30: COLD MILL EXISTING ASPHALT CONCRETE, 2" DEEP, AND CONSTRUCT 2" ASPHALT RUBBER HOT MIX (ARHM) – S. LA CADENA ROAD**

**General**

Asphalt shall conform to Section 203-11 and 302-9 of the Standard Specifications and these Special Provisions.

The Contractor shall be responsible for maintaining location of and access to, all water valves, water line gate valves and manholes during construction.

The Contractor shall schedule paving operations to ensure that construction equipment does not drive over new AC. material.

**Cold Milling**

Cold Milling shall remove the existing asphalt concrete overlay or slurry seal material to the limits and depths as shown on the plans and as directed by the Engineer. The Engineer may direct the Contractor to cold mill in other areas, as necessary for construction. Some adjustment of limits and depths will be necessary to accommodate paving requirements. Care shall be exercised not to damage adjacent concrete including curbs without gutters. Gutters or curbs damaged shall be replaced at the Contractor's expense.

The excess milled material not used shall be the responsibility of the Contractor to remove and dispose of from the project limits in accordance with all laws and regulations.

Where required, temporary asphalt concrete ramps shall be installed to meet all current ADA accessibility requirements.

**Surface Preparation**

Prior to placing asphalt concrete, all existing surfaces shall be cleaned by blowing air, water and/or broom. All striping and markings shall be removed by grinding or by some other approved method before placing asphalt concrete surface course, and skin patching. The surface shall be free of water, dust, and all foreign materials before any tack coat is applied.

Prior to the application of new surface course, the Contractor shall locate and tie-out all manholes and valve covers before commencing work.

**Distribution and Spreading**

At all locations where new pavement is joining or overlaying existing asphalt pavement, the Contractor shall provide straight neat lines.

The Contractor shall protect and preserve the entire existing pavement outside of the construction limits to the satisfaction of the Engineer in the same condition as existing. Contractor shall replace and/or repair the damaged area at no cost to the City.

Asphalt concrete shall be placed with a paving machine equipped with a Preco attachment or similar device for use in obtaining constant cross-slope and maximum joint quality.

**Measurement and Payment**

Payment for **BID ITEM 26** shall be made at the unit price bid per **TON** of **COLD MILL EXISTING ASPHALT CONCRETE 2" DEEP AND CONSTRUCT 2" ASPHALT RUBBER HOT MIX (ARHM) – BARTON ROAD**. Payment quantities will be per tons of ARHM placed based upon certified weigh

master tickets. The unit price bid shall include cold milling, surface preparation, tack coat and all labor, material, equipment and incidentals required to complete the work. No further compensation will be allowed.

Payment for **BID ITEM 30** shall be made at the unit price bid per **TON** of **COLD MILL EXISTING ASPHALT CONCRETE 2" DEEP AND CONSTRUCT 2" ASPHALT RUBBER HOT MIX (ARHM) – S. LA CADENA ROAD**. Payment quantities will be per tons of ARHM placed based upon certified weigh master tickets. The unit price bid shall include cold milling, surface preparation, tack coat and all labor, material, equipment and incidentals required to complete the work. No further compensation will be allowed.

Temporary asphalt concrete work where required by the Engineer for traffic control or other purposes shall be considered included in the price bid for the other various items of work and no additional compensation will be allowed.