



**CITY OF COALINGA**  
*The Sunny Side of the Valley*

City of Coalinga  
Fresno County, California

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Contract Documents

for:

Resurfacing Project Phase 3

PW 26-01

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Prepared By:



**Tri City Engineering**

4630 W. Jennifer Ave, Suite 101

Fresno, CA 93722-6415

[www.tricityengineering.com](http://www.tricityengineering.com)



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Bid Opening: April 22, 2026, 2:00 P.M. (DST) Addendum No.: \_\_\_\_\_

Rev: 31-Mar-26

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## **DIVISION 0 – DOCUMENTATION**

### **SECTION 00010 - NOTICE TO CONTRACTORS**

**NOTICE IS HEREBY GIVEN** that the City of Coalinga, California will receive sealed bids at the City Engineer's Office (Tri City Engineering, Inc.) 4630 W. Jennifer Ave, Suite 101, Fresno, CA 93722, (559) 447-9075, Fax (559) 447-9074 on or before 2:00 P.M. (D.S.T.) April 22, 2026, for:

#### **Resurfacing Project Phase 3 PW 26-01**

The City of Coalinga plans to improve surface failures with seal coatings on various citywide streets to improve the street's life span. A total of 18 streets, approximately 3.5 miles and 91,158 square yards, is recommended to be improved by providing multiple solutions on deteriorating roads. The scope of work will encompass slurry sealing. Engineers estimate is \$498,000.<sup>00</sup>.

All base bid work shall be completed within thirty (30) working days from the date of the Notice to Proceed (NTP).

There will not be a Mandatory Pre-Bid Meeting. Direct all questions for clarification of this Notice to Bidders to the Engineer in writing via Fax (559) 447-9074 or Email [info@tricityengineering.com](mailto:info@tricityengineering.com). All questions must be received on or prior to 12:00 P.M. (D.S.T.), April 16, 2026 .

Project plans and specifications may be examined at Tri City Engineering, Inc.'s Office, the Fresno Builder's Exchange and Coalinga City Hall, 155 W. Durian Ave., Coalinga, CA 93210.

**Only those who have purchased Plans and Specifications from the office of the Engineer will be considered eligible Prime Bidders.**

Copies may be obtained at the Tri City Engineering, Inc. office for a non-refundable fee of Ten Dollars (\$10.00) for a USB Flash Drive or Fifty Dollars (\$50.00) for a printed set in the form of a check made payable to Tri City Engineering, Inc. Call (559) 447-9075 for an appointment.

Each bid shall be accompanied by Bid Security, cash, a cashier's or certified check payable to the City of Coalinga, or bid bond issued by a corporate surety, for an amount not less than ten percent (10%) of the aggregate of the bid, as a guarantee that the Bidder will enter into the proposed contract if the same is awarded to him. Such guarantee will be forfeited should the bidder to whom the contract is awarded fail to enter into the contract.

A Performance Bond in the amount equal to one hundred percent (100%) of the contract amount and a Labor and Materials Bond in the amount equal to one hundred percent (100%) of the contract amount will be required by the City from the bidder to whom the contract is awarded. Said bonds shall be issued by a surety company who is an admitted surety insurer authorized by the California Department of Insurance to transact business in this state, and acceptable to the City of Coalinga. Bidders are cautioned that representations made by surety companies will be verified with the California Department of Insurance. Pursuant to Public Contract Code Section 22300, substitution of securities for any monies withheld by the City of Coalinga to ensure performance under the contract shall be permitted.

The successful Bidder must possess or obtain a valid **California Class "A"** Contractor's license prior to the scheduled award date of this contract. Award consideration will take place at the earliest available Council meeting or as the City Manager has been authorized to award and execute the contract. All representations made on the proposal are made under penalty of perjury.

Bidders must review and adhere to the Project Specifications, Plans, Addenda and execute, sign, and seal Bids for a Formal Bid to be evaluated and deem responsive. The Apparent Low Bidder shall be announced during the Bid Opening and Successful Bidder announced following the City Council Meeting.

The City reserves the right, in its sole discretion, to reject any and all bids for any reason whatsoever, to waive minor irregularities in such bids, to determine the lowest responsible bidder, and to accept any bid. The City reserves the right, in its sole discretion, to disqualify bids, proposals, and/or affiliates as referred in the Ordinance Related to Disqualification of Contractors for Public Works Projects.

Pursuant to Section 1770, et. Seq., of the California Labor Code, the successful bidder shall not pay less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. These wage rates are available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov/DLSR/PWD>. A copy of the mentioned wage rates shall be posted by the Contractor at the job site where it will be available to any interested party.

Pursuant to Section 1725.5 of the California Labor Code, no contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations at the time the contract is awarded.

Pursuant to Labor Code section 1771.1, no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations. Furthermore, no contractor or subcontractor may be awarded a contract on a public works project (awarded on or after April 1, 2015), unless registered with the Department of Industrial Relations.

Pursuant to Labor Code section 1771.4, all bidders are hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Direct all questions for clarification of this Notice to Bidders to the Engineer in writing via Fax (559) 447-9074 or Email [info@tricityengineering.com](mailto:info@tricityengineering.com). All questions must be received on or prior to 12:00 P.M. (D.S.T.), April 16, 2026 .

**END OF SECTION**

## *SECTION 00015 - LIST OF DRAWINGS*

### **GENERAL SHEET INDEX:**

Project Name: Resurfacing Project Phase 3

Project Plan No.: 3131

Local Project No.: PW 26-01

### **SHEET TITLE – NO. OF PAGES:**

#### **BASE BID: RESURFACING PROJECT PHASE 3**

PLAN EXHIBIT – ONE (1) PAGE

ROAD LIST AND MEASUREMENTS – ONE (1) PAGE

MARKING AND SIGNAGE MEASUREMENTS – ONE (1) PAGE

**END OF SECTION**

## ***SECTION 00020 - PLANS AND SPECIFICATIONS***

The work embraced herein shall be done in accordance with the Standard Specifications dated 2024 and the City Standards dated December 2006, insofar as the same may apply and these special provisions.

In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and be used in lieu of the conflicting portions.

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Paragraph 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

**END OF SECTION**

# SECTION 00050 - BID PACKET CHECKLIST

## BID CHECKLIST – COVER PAGE

Project Name: Resurfacing Project Phase 3  
Project No.: PW 26-01  
Owner's Name: City of Coalinga  
City Engineer's Name: Tri City Engineering, Inc.

### **REQUIRED CHECKLIST (INCLUSIVE OF ALL ITEMS A-D):**

Bidders shall complete and submit one Bid Packet of all documents listed below for bids to be considered responsive. Documents required on the checklist but not included may render your Bid non-responsive and ineligible for award. Bids received by the City Engineer by the scheduled Bid Opening time will be opened and publicly read but are subject to verification during the evaluation process that all the required documents have been submitted.

- A.  **BID CHECKLIST – COVER PAGE (Section 00050)**
- B.  **BID SECURITY** in the form of:
  - [ ] Certified Check
  - [ ] Bidder's Bond
  - [ ] Cashier's Check
- C.  **BID PROPOSAL (Section 00410)**
  - 1.  BID PROPOSAL SUMMARY PAGE
  - 2.  BIDDER'S INFORMATION
  - 3.  ITEMIZED BID PROPOSAL
  - 4.  LIST OF SUBCONTRACTORS
  - 5.  LIST OF REFERENCES
  - 6.  GUARANTEE
  - 7.  INSURANCE CERTIFICATION
  - 8.  NONCOLLUSION AFFIDAVIT
  - 9.  PUBLIC CONTRACT CODE
  - 10.  EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
  - 11.  LABOR CERTIFICATION
  - 12.  DEBARMENT AND SUSPENSION CERTIFICATION
  - 13.  DISCLOSURE OF LOBBYING ACTIVITIES
- D. **ADDENDA** - All Addenda issued,  
Addenda No. \_\_\_ to \_\_\_. (Enter numbers)

SUBMITTED BY:

Name of Company \_\_\_\_\_

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

**END OF SECTION**

## ***SECTION 00060 - DEFINITIONS AND TERMS***

Terms below shall have the same meanings indicated in the Bidders Instructions, General Conditions and Supplementary Conditions, Ordinance Related to Disqualification of Contractors for Public Works Projects; additional terms may be called out. All terms apply throughout the entire Specifications which are applicable to both the singular and plural thereof:

**Addenda (Addendum)** – Written information adding to, clarifying and/or modifying the Contract Documents after publication.

**Apparent Low Bidder** – The Bidder with the lowest, responsive bid.

**Bid** – An offer by the Bidder for the work. Bid Packets are submitted in a sealed package of signed and executed Bid Documents as specified in Sections 00050 and 00200.

**Bid Amount** – Monetary sum identified by the Bidder.

**Bid Documents** – Contract Document Forms required to complete for a formal bid; as listed in Section 00050.

**Bid Security** – The cash, certified check, cashier's check, or bid bond accompanying the Bid submitted by the Bidder as a guaranty that the Bidder will enter into a contract with the City for the construction of the work, if awarded to that Bidder.

**Bidder** – The individual or entity who submits a Bid.

**Bidder's Guaranty** – See Guarantee Form and Bid Security.

**Business Days** – Monday through Friday, from 8:00 a.m. to 5:00 p.m., excluding City observed holidays and City closure days and times.

**Calendar Days** – All days in a month excluding federally observed holidays.

**City** – City of Coalinga.

**Contract Document** – Documents and Forms prepared for the work and packaged as Project Specifications; defined in State Standard Specifications and EJCDC C-700 Article 1 including issued Addenda.

**Department of Public Works** – Department of Public Works of the City of Coalinga.

**Design Engineer** – Tri City Engineering, Inc., also known as the City Representative.

**Issuing Office** – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

**Project Title** – Resurfacing Project Phase 3.

**Proposal** – See Bid.

**Proposal Form** – See Bid Documents.

**City Standards Plans** – City of Coalinga Standards 2006 or latest edition

**State Standards** – State of California Department of Transportation Standard Specifications, 2024. Any reference therein to the State of California or a State agency, office or officer shall be interpreted to refer to the City or its corresponding agency, office or officer acting under this contract.

**State Standard Plans** – The Standard Plans of the State of California, Department of Transportation.

**Successful Bidder** – Individual or entity whom submitted the lowest responsive Bid and all required Bid Documents to whom the Owner (on the basis of The Owner's evaluations as hereinafter provided) makes an award.

**Superintendent** – The executive representative of the Contractor present on the project at all times during progress, authorized to receive and fulfill instructions from the Public Works Department.

**Working Days** – Monday through Friday from 7am to 6pm local time, and excludes weekends and public holidays. Utilize Caltrans 5-Day Construction Workday Calendar.

**END OF SECTION**

# SECTION 00200 - INSTRUCTIONS TO BIDDERS

## INVITATION

### BID SUBMISSION

- A. Bids signed and under seal, executed, and dated will be received at the Issuing Office of the Design Engineer, Tri City Engineering, Inc. at 4630 W. Jennifer Ave, Suite 101, Fresno, CA 93722 until 2:00 P.M. (D.S.T.) on April 22, 2026.
- B. Bids submitted after the above time shall be returned to the Bidder unopened.
- C. Bids will be opened publicly immediately after the time of receipt of bids.
- D. Amendments to the submitted offer will be permitted if received in writing prior to bid closing and if endorsed by the same party or parties who signed and sealed the offer.

## INTENT

The intent of this Bid request is to obtain an offer to perform work to complete the Resurfacing Project Phase 3 for a Stipulated Sum Contract, in accordance with the Contract Documents.

### WORK IDENTIFIED IN THE CONTRACT DOCUMENTS:

The City of Coalinga plans to improve surface failures with seal coatings on various citywide streets to improve the street's life span. A total of 18 streets, approximately 3.5 miles and 91,158 square yards, is recommended to be improved by providing multiple solutions on deteriorating roads. The scope of work will encompass slurry sealing.

### ENGINEER'S TOTAL

\$498,000.00

### CONTRACT TIME

Perform the base bid work in thirty (30) working days.

### CONSTRUCTION SCHEDULE (D.S.T.)

Questions/Clarifications Due:	April 16, 2026	12:00 P.M.
<b>Bid Opening:</b>	<b>April 22, 2026</b>	<b>2:00 P.M. at Tri City Engineering, Inc.</b>
Bid Award:	May 07, 2026	
Pre-Construction Meeting:	May 26, 2026	2:00 P.M. at Tri City Engineering, Inc.
Construction Start:	June 01, 2026	
Construction End:	July 10, 2026	

Construction Schedule with no foreseeable changes.

### LIQUIDATED DAMAGES

Liquidated Damages will be assessed at **\$1000.00 per day** for every calendar day beyond the end of contract.

### BID DOCUMENTS AND CONTRACT DOCUMENTS

#### DEFINITIONS

- A. Terms below shall have the same meanings indicated in Section 00060 – Definitions and Terms; additional terms may be called out in these sections. All terms apply throughout the entire Specifications which are applicable to both the singular and plural thereof:
  - 1. Prime Bidder: The individual or entity who purchases Plans and Specifications from the Office of the Engineer and submits a Formal Bid directly to Issuing Office.

2. Issuing Office: The office from which the Bid Documents are to be issued, submitted to, and where the bidding procedures are to be administered.
3. Bid Documents: See Section 00060, Required Contract Document Forms to execute as instructed and package together with the remaining required Bid items.
4. Addendum (pl. Addenda): Written information adding to, clarifying and/or modifying the Contract Documents after publication. Addenda may replace and/or add Contract and Bid Documents, bidders shall adhere to all instructions.
5. Bidding: Act of submitting an offer/proposal under seal.
6. Bid Amount: Monetary sum identified by the Bidder in the Bid Form.
7. Evaluation: Formal review of all the formal Bids to verify if responsive or non-responsive. Completed after the Bid Opening by and in privacy of the City Engineer.

## CONTRACT DOCUMENTS IDENTIFICATION

The Contract Documents are identified for the project Resurfacing Project Phase 3, Project Number PW 26-01, as prepared by Tri City Engineering, Inc., located at 4630 W. JENNIFER AVE. SUITE 101, FRESNO, CA 93722-6415 and identified in the Table of Contents. Specific Contract Documents are required to execute and submit as Bid Documents for all formal Bids and are identified in Section 00050 – Bid Packet.

## AVAILABILITY

- A. Contract Documents may only be purchased at Tri City Engineering, Inc., 4630 W. Jennifer Ave, Suite 101, Fresno, CA 93722.
- B. Interested bidders may purchase a USB Flash Drive of the contract drawings and specifications for Ten Dollars (\$10.00) or Fifty Dollars (\$50.00) for a printed set. Payment is non-reimbursable and shall be made in the form of cash or a check made payable to Tri City Engineering, Inc. Call (559) 447-9075 for an appointment.
  1. **Only those who have purchased Plans and Specifications from the office of the Engineer will be considered eligible Prime Bidders and inserted on the Plan Holders List.**
- C. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

## DOCUMENT EXAMINATION

- A. Bid Documents may be viewed at Tri City Engineering, Inc., 4630 W. JENNIFER AVE, SUITE 101, FRESNO, CA 93722.
- B. Bid Documents are on display at the office of the Fresno Builders Exchange, 1244 N. Mariposa Street, Fresno, CA 93703.
- C. Upon receipt of Bid Documents verify that documents are complete. Notify the City Engineer should the documents be incomplete.
- D. Immediately notify the City Engineer at (559) 447-9075 upon finding discrepancies or omissions in the Bid Documents.
- E. Complete sets of Bidding Documents must be used in preparing Bids; neither City nor Tri City Engineering, Inc., assumes any responsibility for errors or misinterpretation resulting from the use of incomplete sets of Bidding Documents.

## INQUIRIES/ADDENDA

- A. Direct questions to Tri City Engineering, Inc., [info@tricityengineering.com](mailto:info@tricityengineering.com) or (559) 447-9075.
- B. Clarifications requested by Bidders must be in writing and must be received not less than **4 days** before date set for receipt of bids. The reply will be in the form of an Addendum, a copy of which will be forwarded to Plan Holders.
- C. Addenda may be issued during the bidding period. All Addenda become part of the Contract Documents. Include resultant costs in the Bid Amount.
- D. Verbal answers are not binding on any party.

## **PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS**

- A. Where the Bid Documents stipulate a particular product, substitutions will be considered up to 10 days before receipt of bids.
- B. When a request to substitute a product is made, the Owner's Representative may approve the substitution and will issue an Addendum to Plan Holders.
- C. The submission shall provide sufficient information to determine acceptability of such products.
- D. Provide complete information on required revisions to other work to accommodate each proposed substitution.
- E. Provide products as specified unless substitutions are submitted in this manner and accepted.

## **SITE ASSESSMENT & EXAMINATION**

Assess & examine the site before submitting a bid.

## **QUALIFICATIONS**

### **EVIDENCE OF QUALIFICATIONS**

To demonstrate qualification for performing the work of this Contract, Bidders may be requested to submit written evidence of financial position, previous experience, and current commitments, license to perform work in the State and City. A bidder may be deemed not responsible because of past unsatisfactory performance, as evidenced by failure to meet the qualification requirements per the Ordinance Related to Disqualification of Contractors for Public Works Projects, or because of state or federal suspension/debarment action. Provide references from at least three (3) other clients of similar scope that have been installed by your company in the last five (5) years. Include name of project, description of project, year completed, and project contact name, phone, and email address.

## **SUBCONTRACTORS/SUPPLIERS/OTHERS**

City reserves the right to reject a proposed subcontractor for reasonable cause. Refer to EJCDC C-700 Article 6.06 of General Conditions and the Ordinance Related to Disqualification of Contractors for Public Works Projects.

## **BRAND NAMES**

"Trade Names and Alternatives" – Wherever an article, or any class of materials, is specified by the trade name or by the name of any particular patentee, manufacturer or dealer, or by reference to the catalog of any such manufacturer or dealer, it shall be taken as intending to mean and specify the article of material described or any other equal thereto in quality, finish and durability, and equally as serviceable for the purpose for which it is or they are intended. It is not the intent of these plans and specifications to exclude or omit the products of any responsible manufacturer, if such products are equal in every respect to those mentioned herein.

## **STATE OF CALIFORNIA WAGE REQUIREMENTS**

Notice is hereby given that, pursuant to 1773 of the Labor code of the State of California, the Owner has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holidays and overtime work for each craft, classification, or type of worker required to execute the Contract. A copy of said prevailing rate of per diem wages is on file in the principal office of the Owner, to which reference is hereby made for further particulars. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet Web Site at: <http://www.dir.ca.gov>.

- A. Statutory Penalty for Failure to Pay Minimum Wages
  - 1. In accordance with 1775 of the California Labor Code, the Contractor shall as a penalty to the State of political subdivision on whose behalf a Contract is made or awarded, forfeit Eighty Dollars (\$80.00) for each worker employed in the execution of the Contract by the Contractor or by any Subcontractor for each calendar day during which said worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of 1820-1815 of the California Labor

Code.

- B. Worker's Compensation Notice
  - 1. As required by 1860 of the California Labor code and in accordance with the provisions of 3700 of the Labor Code, every Contractor will be required to secure the payment of worker's compensation to its employees.
- C. Worker's Compensation Certification by Contractor
  - 1. In accordance with 1861 of the California Labor Code, the Contractor shall furnish the Owner a notarized statement as follows: "I am aware of the provisions of 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- D. Apprenticeship Requirements
  - 1. Contractor agrees to comply with 1777.5, 1777.6 and 1777.7 of the California Labor Code relating to the employment of apprentices. The responsibility for compliance with these provisions is fixed with the prime Contractor for all apprenticeship occupations. Under these sections of the law, Contractors and Subcontractors must employ apprentices in apprenticeship occupations, where journeymen in the craft are employed on the public work, in a ratio of not less than one apprentice hour for each five journeymen hours (unless an exemption is granted in accordance with 1777.5) and Contractors and Subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public work solely on the ground of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in 3077 of the Labor Code. Only apprentices, as defined in 3077, which provides that an apprentice must be at least 16 years of age, who are in training under apprenticeship standards and who have signed written apprentice agreements will be employed on public works in apprenticeship occupations.
- E. Payroll Records
  - 1. Contractor shall keep accurate payroll records on forms provided by the Division of Labor Standards Enforcement, or alternatively, the Contractor shall keep accurate payroll records containing the same information. Said information shall include, but not be limited to, a record of the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and actual per diem wages paid to each journeyman, apprentice, or worker employed by the Contractor. Such record shall be made available for inspection at all reasonable hours, and a copy shall be made available to employee or his authorized representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards in compliance with California Labor Code, Section 1776. Upon written notice from the Owner or the Division of Labor Standards Enforcement, the Contractor shall, within ten (10) days, file with the Owner a certified copy of the payroll records. The Contractor shall cause an identical clause to be included in every subcontract for the work.

## **SUBCONTRACTOR LISTING LAW REQUIREMENTS**

- A. In accordance with Section 4104 of the California Public Contract Code, each Bidder, in his or her Bid, shall set forth 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 improvement, 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 one percent of the prime Contractor's total bid.
- B. In accordance with Section 4107 of the California Public Contract Code, no Contractor whose Bid is accepted shall without consent of the Owner either:
  - 1. Substitute a person as a Subcontractor in place of the Subcontractor listed in the original Bid; or
  - 2. Permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor listed in the original Bid; or Sublet or subconsult any portion of the Work in excess of one-half of one percent of the prime Contractor's total Bid as to which his or her original Bid

did not designate a Subcontractor.

- C. Penalties for failure to comply with the foregoing sections of the California Public Contract Code are set forth in Sections 4106, 4110 and 4111 of the Public Contract Code. A prime contractor violating this law violates his or her contract and the awarding authority may exercise the option, in its own discretion, of (1) canceling his or her contract or (2) assessing the prime contractor a penalty in an amount of not more than (10%) percent of the amount of the subcontract involved, and this penalty shall be deposited in the fund out of which the prime contracts awarded. In any proceedings under this section the prime contractor shall be entitled to a public hearing and to five (5) days' notice of the time and place thereof.

## **BID/PROPOSAL PACKET**

### **BID PACKET REQUIREMENTS**

- A. Formal Bid Packets consists of required Bid Documents as described in Section 00050.
- B. Bid Packets should be filled out, executed, and submitted in accordance with the instructions per this specification.
- C. The Itemized Bid Proposal for this project includes both work listed as Lump Sum and work listed as unit price. Bids shall be submitted as follows:
  - 1. Lump Sum
    - i) Bidders shall submit a Bid on a Lump Sum basis as set forth in the Itemized Bid Proposal.
  - 2. Unit Price
    - i) Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Itemized Bid Proposal.
    - ii) Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

### **BONDING REQUIREMENTS**

- A. Bid Bond of 10% of bid amount.
- B. Performance Bond 100% of contract amount.
- C. Labor and Materials Bond 100% of contract amount.

### **SECURITY DEPOSIT**

- A. Bids shall be accompanied by a security deposit as follows:
  - 1. Bid Security of a sum no less than (10%) percent of the Bid Amount.
- B. Endorse the Bid Security in the name of the Owner as obligee, signed and sealed by the principal (Contractor) and surety.
- C. The security deposit will be returned after delivery to the City of the required Performance and Payment Bond(s) by the accepted Bidder.
- D. Include the cost of bid security in the Bid Amount.
- E. If no contract is awarded, all security deposits will be returned.

### **BIDDERS SIGNATURE**

- A. The Bid Documents shall be signed by the Bidder, as follows:
  - 1. Sole Proprietorship: Signature of Sole Proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
  - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
  - 3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's

capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid Form in the bid envelope.

4. Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.
- B. In 1999, California enacted the California Uniform Electronic Transactions Act (CUETA) in Civil Code 1633.1 to give electronic signatures the same legal authority as "wet" signatures on contracts.
1. An electronic signature is defined as an electronic sound, symbol or process that is attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.
  2. By Signing electronically, all signatory parties of the contract agree to the use of electronic signatures to execute the contract.

## **BID SUBMISSION PROCEDURE**

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- B. Submit one copy of the executed Bid Packet in a sealed envelope, clearly identified with Bidder's name, Project name and City's name on the outside.
  1. Improperly identified submission, late submission or unsealed envelope may be cause not to open the Bid envelope and declare the bid invalid, informal or non-responsive.
  2. Oral, fax or email modifications to bids after Bid Opening time prescribed will not be considered.
- C. By submitting Bid Packet, the Bidder certifies that Bidder has visited the project site, is aware of existing conditions which affect the work, and has reviewed the Contract Documents, including the all Addenda.

## **PUBLIC BID OPENING PROCEDURE**

- A. The Bid Opening shall take place at the Issuing Office on the date and time prescribed.
- B. Bid Packets shall be collected and remained sealed until after the Bid Opening Start time.
- C. This project will have a Public Bid Opening, bidders may be present.
- D. The City Engineer shall open sealed Bid Packets and read aloud the Bidders Name and Bid Amount.
- E. After all bid packets have been opened and read, the apparent low bidder shall be announced and the Bid Opening shall be closed.
- F. After the Bid Opening closes, the evaluation to verify each bid packet in privacy of the City Engineer shall take place and a staff report (summary of the bid opening) shall be prepared and issued to the Owner.
- G. An abstract summary of submitted bids will be made available to all Bidders twenty-four (24) hours following bid closing.

## **BID INELIGIBILITY/NON-RESPONSIVE**

- A. Bids Packets that are unsigned, improperly signed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, will at the discretion of the City, be declared unacceptable or non-responsive.
- B. Bid Documents, Appendices, Addenda and enclosures which are improperly prepared, will at the discretion of the City, be declared unacceptable or non-responsive.
- C. Failure to provide bid security or acknowledge addenda, will at the discretion of the City, be declared unacceptable or non-responsive.
- D. The Owner reserves the right to modify the Contract Documents and rebid the project, if necessary.
- E. The City reserves the right, in its sole discretion, to disqualify bids, proposals, and/or affiliates as referred in the Ordinance Related to Disqualification of Contractors for Public Works Projects.

## **PERFORMANCE ASSURANCE**

Accepted Bidder: Provide a Performance and Payment bond as described in Document 00800 - Supplementary Conditions.

## **INSURANCE**

Upon award of contract, contractor will be obligated to file certificates of insurance evidencing coverage as specified in the bid documents and in a form acceptable to the City.

## **SELECTION AND AWARD OF ALTERNATIVES**

The lowest responsible bid price shall be determined by the Total Base Bid.

If there are alternatives, the lowest bid price shall be determined by adding the total of all bid items and the price of all alternatives. This does not preclude the City Council of the City of Coalinga from selecting any combination of alternates after the lowest responsible bidder has been determined.

Bids will be compared in the following strict order:

### **Total Base Bid = Base Bid**

## **BID PROTEST PROCEDURES**

**The lack of prompt procedure to resolve disputes regarding the bidding process would impair the City's ability to carry out its purpose of contracting this project in a timely manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified in these Contract Documents, all disputes and/or protests regarding the bidding process shall be subject to the following procedure. In submitting a Bid to the City for this project, the Bidder agrees to comply with and to be bound by this procedure.**

- A. Any bid protest must be submitted in writing to the City before 5:00 p.m. on the fifth working day following bid opening.
- B. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. A nonrefundable fee of seven hundred fifty dollars (\$750) made payable to the City of Coalinga shall accompany the protest documents and will be used by the Owner to recover costs in evaluating the bid protest. A bid protest submitted without the requisite fee will be considered incomplete and will not be considered by the Owner.
- C. The party filing the protest must have actually submitted a bid for the work. A subcontractor of a party submitting a bid for the work may not submit a bid protest.
- D. A party may not rely on the bid protest submitted by another bidder but must timely pursue its own protest.
- E. The protest must refer to the specific portion of the Contract Documents which forms the basis for the protest.
- F. The protest must include the name, address, and telephone number of the person representing the protesting party.
- G. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other bidders, and the bid protest must contain proof of service of the bid protest on the other bidders.
- H. The protested bidder shall have up to five (5) working days after the filing of a bid protest to submit a written response. The responding bidder shall transmit the response to the protesting bidder concurrent with the delivery to the Owner.
- I. The procedure and time limits set forth in this paragraph are mandatory and are the bidder's sole and exclusive remedy in the event of the bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
- J. The Owner will evaluate all proper bid protest before the award of the contract to the lowest responsive and responsible bidder

## **OFFER ACCEPTANCE/REJECTION**

---

## **DURATION OF OFFER**

Bids shall remain open to acceptance and shall be irrevocable for a period of Thirty (30) days after the bid closing date.

## **ACCEPTANCE OF OFFER**

- A. City reserves the right to accept or reject any or all offers.
1. Owner reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive.
  2. Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids.
  3. Owner reserves the right to waive all informalities not involving price, time, or changes in Work and to negotiate contract terms with the Successful Bidder.
  4. More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
  5. The Owner reserves the right to modify the Contract Documents and rebid the project, if necessary, to meet Owner's budgetary requirements.
  6. The City reserves the right, in its sole discretion, to disqualify bids, proposals, and/or affiliates as referred in the Ordinance Related to Disqualification of Contractors for Public Works Projects.
- B. After acceptance by The City, The Owner's Representative will issue to the Successful Bidder, a written letter of Notice of Recommendation to Award.

## **TIE BREAKER**

In the event a tiebreaker is needed to establish the lowest responsive and responsible Bidder, the City shall, unless otherwise agreed upon by all participating parties, utilize a coin toss as a tiebreaker to be administered by a third party chosen by mutual consent of the participants. Such coin toss shall take place within Seven (7) working days from the date of bid opening. If the City determines that a tiebreaker is necessary, each applicable Bidder agrees to participate or to indemnify the City in any litigation resulting from the utilization of the tiebreaker. If a Bidder refuses to timely participate, the City shall conduct the coin toss in a manner determined by the City to be fair to all and the results of such coin toss shall be final.

## **END OF SECTION**

## **SECTION 00360 - PERMITS INFORMATION**

### **PERMITS**

#### **GENERAL INFORMATION**

- A. This section provides information required to obtain permits necessary for construction of the project. Contractor shall obtain and pay for all construction permits and licenses.
- B. The Contractor shall be bound by the permit, as it applies, during his work. The cost of all Contractor obligations under the permit shall be borne by the Contractor at no expense to the Owner.
- C. CONTRACTOR shall submit permit applications with such promptness as to provide adequate time for review and cause no delay to the project schedule.

#### **CITY**

- A. Permit(s): *More information can be found under the City of Coalinga, Community Development Department, <https://www.coalinga.com/152/Community-Development>*
  - 1. Contractor will be required to complete a City of Coalinga Construction Meter Application from the City for the work under this project.
- B. Business License:
  - 1. Contractor and all Subcontractors performing work under this project shall be required to secure and maintain a current City Business License during work on any part of the project.
  - 2. Contact the following for information regarding obtaining a City Business License;

City of Coalinga  
Finance Department  
155 W. Durian Ave  
Coalinga, CA 93210  
(559) 935-1533

#### **STATE WATER RESOURCES CONTROL BOARD (SWRCB)**

- A. Total Disturbed Soil Area (DSA) is approximately 0 SF because project is not disturbing any soil; therefore, the project is not applicable to SWRCB general construction permit requirements.

### **END OF SECTION**

**SECTION 00410 - BID PROPOSAL**

**BID PROPOSAL SUMMARY PAGE**

Project Name: Resurfacing Project Phase 3  
Plan No.: 3131  
Project No.: PW 26-01  
Owner's Name: City of Coalinga  
City Engineer's Name: Tri City Engineering, Inc.

Total Bid Items 1 through 6 \$ \_\_\_\_\_

Total amount of bid is \_\_\_\_\_

\_\_\_\_\_ dollars and \_\_\_\_\_ cents.

IN CASE OF DISCREPANCY BETWEEN THE PRICES WRITTEN IN WORDS AND THOSE WRITTEN IN FIGURES, THE PRICES WRITTEN IN WORDS SHALL GOVERN. The city reserves the right to waive any informalities or minor irregularities in the bids. In case the unit price in words is incorrectly written as the bid price for quantity-based item, and the price in words matches exactly the numerical bid price, it will be considered that the unit price in figures is given in good faith. Only in such cases, the unit price in figures will be used.

CONTRACTOR SHALL BID ON ALL OF THE ITEMS. THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

ADDENDA - This proposal is submitted with respect to the changes to the contract included in addendum number/s

\_\_\_\_\_

WARNING: If an addendum or addenda have been issued by the administering agency and not noted above as being received by the Bidder, this proposal may be rejected.

A certified or cashier's check made payable to the City or a Bid Bond in favor of said City for

\_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_),

which amount is not less than ten percent (10%) of the total amount of this proposal, is attached hereto and is given as a guarantee that the undersigned will execute an agreement and furnish the required bonds if awarded the contract and in case of failure to do so within ten days from notice of award the same will be forfeited to the City.

By signing below, the signee name below is authorized to do so for the listed company, as listed on the Bidders Information section and by electronically signing below, the business named below expressly agrees to execute this contract electronically and each signature signifies as a legally bound e-signature per the U.S. Electronic Signature and Records Association Act and Uniform Electronic Transitions Act.

By signing below, I certify the total amount in words have been carefully checked and understands that the City shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

By signing below, I certify I have visited the project site, aware of existing conditions which affect the work, and reviewed the Contract Documents, including all Addenda.

By signing below, I certify under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code are true and correct and that the I have complied with the requirements.

By signing below, I certify under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the I have complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code).

By signing below, I certify under penalty of perjury under the laws of the State of California and the United States of America, that Non-Collusion Declaration of Contractor; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct and that I have complied with the requirements.

Business Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

## BIDDER'S INFORMATION

The undersigned certifies that he has a valid license as Contractor in the State of California, for Class \_\_\_\_\_, the number of which is \_\_\_\_\_ and the expiration date of which is \_\_\_\_\_. The representations made herein are made under penalty of perjury.

1. Bidding Firm	2. Type of Business <input type="checkbox"/> Corporation <input type="checkbox"/> Jt. Venture <input type="checkbox"/> Partnership  <input type="checkbox"/> Individual DBA _____
3. Business Address	4. Telephone Number (    )
<div style="display: flex; justify-content: space-between; font-size: small;"> <span>City</span> <span>State</span> <span>Zip Code</span> </div>	5. Fax Number (    )
6. E-mail Address	8. Signature of Authorized Person
7. Name of Authorized Person	

**(PLEASE SEE THE FOLLOWING INSTRUCTION REGARDING SIGNATURE)**

- (1) If Bidder is an individual, enter name here in style used in business; if a joint venture, exact names of entities joining in the venture; if a partnership, the correct trade style of the partnership; if a corporation, the exact name of the corporation under which it is incorporated.
- (2) If Bidder is other than an individual, identify here its character, i.e. corporation (including state of corporation), joint venture, partnership, etc. If Bidder is an individual operating under a trade name, state "Individual DBA (trade name in full)".
- (3) State on this line the address to which all communications and notices regarding the Bid Proposal and any contract awarded thereunder are to be addressed.
- (4) State on this line the phone numbers to which all general communications will be directed.
- (5) State on this line the fax numbers to which all general communications will be directed.
- (6) State on this line the E-mail address to which all electronic communications and notices are to be addressed.
- (7) If the bidder is a joint venture, signature must be by one of the joint ventures, and if one or both of the joint ventures is a partnership or a corporation each participating partnership must sign by a general partner, and each corporation by an authorized officer or employee; if a partnership, by a general partner; if a corporation, by an authorized officer or employee. The title of the person signing must appear after his signature. Where bidder is a partnership or a corporation, the names of all other general partners, or the names of the president and secretary of the corporation and their business addresses must be shown below:


*NOTE: All signatures must be signed and title printed or typewritten above. All addresses must be complete with street number, city and state information.*

# ITEMIZED BID PROPOSAL

PW 26-01

All of the Proposal items below shall include all labor, materials, tools, equipment, and incidental costs for each item complete, or complete-in-place, per Plans and Specifications. All Unit Price Figures shall be rounded to the nearest hundredths (i.e., to the penny, \$0.01).

Item No.	Description	Unit	Qty.	Unit Price	Extension
<b>BASE BID: Resurfacing Project Phase 3</b>					
1	MOBILIZATION/GENERAL REQUIREMENTS	LS	1	\$	\$
2	TRAFFIC CONTROL / WORKER SAFETY	LS	1	\$	\$
3	DUST CONTROL	LS	1	\$	\$
4	SLURRY TYPE II	SY	91,157	\$	\$
5	STRIPING AND PAVEMENT MARKINGS	LS	1	\$	\$
6	REMOVAL OF RAISED PAVEMENT MARKERS	LS	1		
<b>BASE BID SUBTOTAL \$ _____</b>					

**BASE BID TOTAL \$ \_\_\_\_\_**

By signing below, the signee name below is authorized to do so for the listed company, as listed on the Bidders Information section and by electronically signing below, the business named below expressly agrees to execute this contract electronically and each signature signifies as a legally bound e-signature per the U.S. Electronic Signature and Records Association Act and Uniform Electronic Transitions Act.

By signing below, I certify all the above figures have carefully checked and have been rounded to the nearest hundredth (i.e., to the penny, \$0.01) and understands that the City shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

By signing below, I certify I have reviewed and understands the Bid Item Descriptions and the Contract Documents.

\_\_\_\_\_  
(Print Name of Authorized Person)

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Date

## LIST OF SUBCONTRACTORS

The undersigned certifies that he has used the sub-bids of the following listed Subcontractors in making up his bid, and that the duly licensed Subcontractors listed will be used for the work for which they bid, subject to the approval of the City Engineer, and in accordance with the applicable provisions of these Specifications and Plans.

ITEM #	SUBCONTRACTOR	ADDRESS & TELEPHONE NO.	STATE LICENSE NO.

\_\_\_\_\_  
Date

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

## LIST OF REFERENCES

The Proposer shall provide below at least three (3) separate project references with similar size and design and services as specified herein for a previous five (5) year period from the issuance of this document.

Reference #1	
Client	
Contact Name Phone Number Email	
Project Name	
Description and Year Completed	

Reference #2	
Client	
Contact Name Phone Number Email	
Project Name	
Description and Year Completed	

Reference #3	
Client	
Contact Name Phone Number Email	
Project Name	
Description and Year Completed	

# GUARANTEE

## The undersigned guarantees to the Owner

That the construction and installation of work for:

Project: \_\_\_\_\_

Contract: \_\_\_\_\_

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work of any part thereof fail to operate properly as originally intended and in accordance with the Plans and Specifications, due to any of the above causes, all within twelve (12) months after the date on which the contract is accepted by the owner, the undersigned agrees to reimburse the Owner, upon demand, for its expense incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the owner, to replace any such material and to repair said work completely without cost to the owner, so that said work will function successfully as originally contemplated.

In the event the owner elects to have said work performed by the undersigned, the owner undersigned agrees that the repairs shall be furnished and installed within a reasonable time after the receipt of the demand from the Owner. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the Owner shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of said failure or refusal.

### Contractor:

Business Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

# INSURANCE CERTIFICATION

By signing below, I hereby certify that \_\_\_\_\_  
(Insert company name)

is currently insured by an insurance company that is an "Authorized" carrier by the Insurance Commissioner of the California State Department of Insurance to transact the business of insurance in the State of California and shall be written by insurers with a current A.M. Best Rating of "A-" or better, and a financial size of "VII" or greater. Said insurance will expire on \_\_\_\_\_.

I further hereby certify that, as the signer of this Bid Proposal, I have read and understand the City's insurance requirements as described in the Section entitled "Certificate of Insurance" within these Specifications and that proof of insurance shall be required before the Public Works Services Contract is recommended for award. Such proof shall be provided on an ISO Accord 25(s) form and an endorsement naming the City of Coalinga as additionally insured is on the ISO CG 20 10 11 85 form or any other comparable endorsement, which does not further limit coverage, and which may be approved and accepted by the City.

\_\_\_\_\_  
(Print name)

Signature of Bidder: \_\_\_\_\_

\_\_\_\_\_  
(Date)

# NON-COLLUSION DECLARATION OF CONTRACTOR

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

County of \_\_\_\_\_, ss

\_\_\_\_\_, being first duly sworn, deposes and says that:

I am the (Owner, partner, officer, representative, or agent) \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ the party making the foregoing Bid:

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from Bidding. 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. All statements contained in the Bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

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

\_\_\_\_\_  
Title

# PUBLIC CONTRACT CODE

## Public Contract Code Section 10162 Questionnaire

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

## Public Contract Code Section 10232 Statement

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

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

---

Signature

## Public Contract Code Section 10285.1 Statement

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

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

---

Signature

## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

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

# LABOR CERTIFICATION

[LABOR CODE SECTION 1861]

STATE OF CALIFORNIA        )  
  ) ss  
COUNTY OF FRESNO        )

I, the undersigned, do hereby certify:

That I am aware of the provision of Section 3700 of the Labor Code of the State of California, which requires that every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that section, and I will comply with such provision before commencing the performance of the work of this Contract.

Executed at

\_\_\_\_\_

On \_\_\_\_\_,

I certify under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
Contractor-Employer

# DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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

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Signature

# NONLOBBYING CERTIFICATION

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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

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

If (1) NO Federal appropriated funds have been paid or will be paid, sign below.

If (2) ANY funds other than Federal appropriated funds have been paid or will be paid, complete the Lobbying Certification.

Business Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

## **INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

# LOBBYING CERTIFICATION

## DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> Year _____ quarter _____  Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>   <b>CDFA Number, if applicable:</b> _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>	
<b>10. a. Name and Address of Lobbying Registrant</b> (If individual, last name, first name, MI):   <div style="text-align: right; font-size: small;">(attach Continuation Sheet(s) if necessary)</div>	<b>b. Individuals Performing Services</b> (including address if different from No. 10a)   (Last name, first name, MI):	
<b>11. Amount of Payment (check all that apply):</b>  \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>13. Type of Payment (check all that apply):</b>  <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission	

<b>12. Form of Payment (check all that apply):</b>  <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____  <div style="text-align: center;">value _____</div>	<input type="checkbox"/> d. contingent fee <input type="checkbox"/> b. deferred <input type="checkbox"/> f. other, specify _____
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**14. Brief Description of Services Performed or to be performed and Dates(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:**

  
  
  
  
  
  
  
  
  
  

(attach Continuation Sheet(s) if necessary)

**15. Continuation Sheet(s) attached:**     Yes     No

<p><b>16.</b> Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	Signature: _____  Print Name: _____  Title: _____  Telephone No.: _____ Date: _____
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**Federal Use Only:**

**END OF SECTION**

## **SECTION 00420 - BID ITEM DESCRIPTION**

### **GENERAL**

#### **CHANGES IN BID QUANTITIES**

City reserves the right to increase or decrease the quantity of any bid item or portion of the work by as much as twenty-five percent (25%) of the original bid quantity, as may be deemed necessary by the Public Works Director of the City to complete this contract.

At time of Award of the Contract, additive and/or deductive items will be implemented as necessary in order to keep construction costs within City's budgeted amount. City reserves the right to add or delete additive or deductive items by Change Order after Award of the Contract in response to changes in Contract Amount or available funds.

#### **MEASUREMENT**

All work completed under this Contract, other than work included under a Lump Sum bid price, shall be measured by the Public Works Director of the City according to the United States Standard Measures. A Lump Sum price shall be paid on all Lump Sum items and this price shall include all work under said item. No extra payment shall be made for parts of Lump Sum items, although a method for measuring certain quantities included in said Lump Sum items may be provided in the explanation of bid items, as follows, or the specification sections governing the Lump Sum item.

#### **EXPLANATION OF BID ITEMS**

The unit price bid per unit measure of work shall include all costs of labor, equipment, and materials necessary for furnishing and constructing or installing complete, in place and in operation.

The bid items shall be constructed and/or installed per these Specifications and Plans, and the following Standard Plans and Specifications, most current edition at the time of bid submittal:

The Standard Plans and Specifications of the City.

The Standard Plans and Specifications of the State of California Department of Transportation (Caltrans).

Bid items will be described in the following format:

- a. Bid quantity description.
- b. Bid item inclusion description.
- c. Additional payment description.
- d. Payment method.

### **BASE BID ITEMS – Resurfacing Project Phase 3**

**Refer to Section 00410 - BID PROPOSAL, for Bid Quantity Estimates.**

**Refer to Section 00200 - INSTRUCTIONS TO BIDDERS, for instructions.**

### **BID ITEM DESCRIPTION**

#### **1. MOBILIZATION/GENERAL REQUIREMENTS**

- a. This item shall be bid at a Lump Sum price for Mobilization and General Requirements necessary to complete the work per these Specifications and Plans.
- b. This item shall include the costs to perform the following, including all contract documents, bonds per proposal, insurances, temporary facilities, security, moving of equipment to/from the project site, permit fees, and obtaining any required permits and all other applicable costs according to these plans and specifications and as specified below:
- c. No additional separate payment shall be made for this item should actual costs exceed the amount of the Bid and all compensation therefore is to be included in this items price. Full compensation for this item, as described in these Specification and Plans, shall be considered as included in the contract price paid per this

bid item and no additional compensation will be allowed therefore.

- d. Payment for this item shall be prorated over the life of the project based on the percentage of this construction item completed.

## 2. TRAFFIC CONTROL

- a. This item shall be bid at a Lump Sum price for Traffic Control necessary to complete the work per these Specifications and Plans.
- b. This item shall include the cost to perform the following, including all labor, materials, equipment, and incidentals required to complete this work as described, according to these Specifications and Plans and as specified below and all Local, State, and Federal safety requirements, the design, and other worker provisions for worker safety during the course of the work.
  - i. Conform to these Specifications and the State of California, "Manual of Traffic Controls, Warning Signs, Lights, and Devices for use in Performance of Work upon Highways", most current edition, along with all amendments.
  - ii. All work shall be confined within City Street limits. No work shall occur within State right-of-way. An encroachment permit from the State shall not be required, and the Contractor shall ensure that no operations, equipment, or traffic control measures encroach into State jurisdiction.
  - iii. Traffic control shall conform to the provisions in Section 12, entitled "Temporary Traffic Control", of the State Standard Specifications.
  - iv. Removal of any existing traffic markings and/or signing that conflicts with detour channelization; the placement and removal of any temporary traffic barricading, signing, and striping, required by detour channelization; the installation of traffic striping and replacement of traffic signing to their original position, and any flagger(s) if necessary.
  - v. Supplying a Traffic Control Plan at the time of the preconstruction meeting and securing the City's, and Engineer's approval prior to commencing any work. This plan shall show all proposed traffic control to be used during each segment of construction, including construction signing, barricading, and proposed detours.
  - vi. Notification of the Traffic, Fire, Police, Transportation, Sanitation and Postal Departments at least forty-eight hours (48) in advance of any street closure.
  - vii. All labor, material, and equipment required to implement the traffic control plan
- c. No additional separate payment shall be made for this item should actual costs exceed the amount of the Bid and all compensation therefore is to be included in this items price. Full compensation for this item, as described in these Specification and Plans, shall be considered as included in the contract price paid per this bid item and no additional compensation will be allowed therefore.
- d. Payment for this item shall be prorated over the life of the project based on the percentage of this construction item completed.

## 3. DUST CONTROL

- a. This item shall be bid at a Lump Sum price for Dust Control necessary to complete the work per these Specifications and Plans.
  - b. This item shall include the cost to perform the following, including all labor, materials, equipment, and incidentals required to complete this work as described, according to these Specifications and Plans and as specified below:
    - i. Dust control shall conform to the provisions in Section 17, entitled "Watering", of the State Standard Specifications. No separate payment will be made for any water used for dust control.
    - ii. Maintain dust control about the site of the work, including any haul roads to or from the site, by whatever means are necessary, such as watering or sweeping, so as to cause the least possible dust nuisance to the public. Dust control must be adequately maintained by constant attention at all times, including times when construction is not occurring.
  - c. No additional separate payment shall be made for this item should actual costs exceed the amount of the Bid and all compensation therefore is to be included in this items price. Full compensation for this item, as
-

described in these Specification and Plans, shall be considered as included in the contract price paid per this bid item and no additional compensation will be allowed therefore.

- d. Payment for this item shall be prorated over the life of the project based on the percentage of this construction item completed

#### **4. SLURRY TYPE II SEAL**

- a. This item shall be bid at a per Square Yard price for installation of Slurry Type II per these Specifications and Plans.
- b. This item shall include the cost to perform the following, including all labor, materials, equipment, and incidentals required to complete this work as described, according to these Specifications and Plans and as specified below:
  - i. This includes removal of existing striping & markings, preparation of pavement surface, weed killing, installation of type II slurry seal, rolling, sweeping, and cleanup.
  - ii. The quantity shown for this item shall be considered as approximate and is indicated for bid comparison only and no guarantee is made or implied that the quantities as shown will not be reduced or increased or deleted as may be required by the Engineer.
- c. No additional separate payment shall be made for this item should actual costs exceed the amount of the Bid and all compensation therefore is to be included in this items price. Full compensation for this item, as described in these Specification and Plans, shall be considered as included in the contract price paid per this bid item and no additional compensation will be allowed therefore.
- d. Payment for this item shall be made on a per Square Yard basis as completed during this project.

#### **5. STRIPING AND PAVEMENT MARKINGS**

- a. This item shall be bid at a per Lump Sum price for Striping and Pavement Markings per these Specifications and Plans.
- b. This item shall include the costs of all labor, materials, equipment, and incidentals, required to complete this work as described per these Specifications and Plans and specified below:
  - i. Contractor to identify all striping and pavement markings within project limits and replace once the Type II Slurry Seal has been applied.
  - ii. All proposed striping shall be applied in accordance with the State Standards.
  - iii. All word and arrow pavement markings shall be installed as shown on the plans and in accordance with the State Standards.
    - (1) Contractor may use City provided stencils for pavement markings
  - iv. Centerlines, lane lines, limit lines, pavement word markings and pavement symbol markings shall be painted striping material.
  - v. Crosswalks shall **not** be thermoplastic striping material.
- c. No additional separate payment shall be made for this item should actual costs exceed the amount of the Bid and all compensation therefore is to be included in this items price. Full compensation for this item, as described in these Specification and Plans, shall be considered as included in the contract price paid per this bid item and no additional compensation will be allowed therefore.
- d. Payment for this item shall be prorated over the life of the project based on the percentage of this construction item completed

#### **6. REMOVAL OF RAISED PAVEMENT MARKERS**

- a. This item shall be bid at a per Lump Sum price for Removal Of Raised Pavement Markers per these Specifications and Plans.
- b. This item shall include the costs of all labor, materials, equipment, and incidentals, required to complete this work as described per these Specifications and Plans and specified below:
  - i. Work shall include the careful removal and disposal of raised pavement markers; removal of adhesives, epoxy, and bonding materials from the pavement surface; grinding or scraping as necessary to provide

- a smooth surface; and proper disposal of all removed materials off-site.
- c. No additional separate payment shall be made for this item should actual costs exceed the amount of the Bid and all compensation therefore is to be included in this items price. Full compensation for this item, as described in these Specification and Plans, shall be considered as included in the contract price paid per this bid item and no additional compensation will be allowed therefore.
  - d. Payment for this item shall be prorated over the life of the project based on the percentage of this construction item completed.

## **END OF SECTION**

## SECTION 00481 - NONDISCRIMINATION CLAUSE

### PART 1 LABOR NONDISCRIMINATION

Attention is directed to the following notice that is required by Chapter 5, Title 2, California Administrative Code.

A. Notice of Requirement for Nondiscrimination Program (Government Code, Section 12990)

Your attention is called to the "Nondiscrimination Clause", set forth herein, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth herein. The specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

#### Nondiscrimination Clause

- A. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this contract by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- B. This Contractor shall include the Nondiscrimination and Compliance Provisions of this clause in all subcontracts to perform work under contract.
- C. Standard California Nondiscrimination Construction Contract Specifications (Government Code, Section 12990) These specifications are applicable to all state contractors and subcontractors having a construction contract or subcontract of \$5,000 or more.
1. As used in the specifications:
    - a) "Act" means the Fair Employment and Housing Act.
    - b) "Administrator" means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing, or any person to whom the Administrator delegates authority;
  2. Whenever the contractor or any subcontractor subcontracts a portion of the work, it shall include in each subcontract of \$5,000 or more the Nondiscrimination Clause in this contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.
  3. The contractor shall implement the specific nondiscrimination standards provided in paragraphs 6(a) through (e) of these specifications.
  4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer members of any group protected by the Act shall excuse the contractor's obligations under these specifications, Government Code section 12990, or the regulations promulgated pursuant thereto.
  5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to

- the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
6. The contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor must be able to demonstrate fully its efforts under steps i. through e. below:
    - a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the contractor's employees are assigned to work. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligations to maintain such a working environment.
    - b) Provide written notification within seven days to the director of the DFEH when the referral process of the union or unions with which the contractor has a collective bargaining agreement has impeded the contractor's efforts to meet its obligations.
    - c) Disseminate the contractor's Equal Employment Opportunity Policy by providing notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.
    - d) Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general foremen, on-site foremen, etc., are aware of the contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
    - e) Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the Equal Employment Opportunity Policy and the contractor's obligations under these specifications are being carried out.
  7. Contractors are encouraged to participate in voluntary associations that assist in fulfilling their Equal Employment Opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on equal employment opportunity in the industry, ensures that the concrete benefits of the program are reflected in the contractor's workforce participation, and can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's.
  8. The contractor is required to provide equal employment opportunity for all persons. Consequently, the contractor may be in violation of the Fair Employment and Housing Act (Government Code section 12990 et seq.) if a particular group is employed in a substantially disparate manner.
  9. The contractor shall not use the nondiscrimination standards to discriminate against any person because race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.
  10. The contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code section 12990.
  11. The contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code section 12990 and its implementing regulations by the awarding agency. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code section 12990.
  12. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to

the provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, status, (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

NOTE: Authorized Cited: Section 12935 (A) and 12990(D), Government Code. Reference: Section 12990, Government Code.

**During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:**

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, age, sex, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, age, sex, or disability.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may

request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:**

Pertinent Non-Discrimination Authorities:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- I. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

NOTE: The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances DOT Order No. 1050.2A

## **END OF SECTION**

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# SECTION 00500 - CONSTRUCTION AGREEMENT (SAMPLE)

**THIS AGREEMENT is by and between the City of Coalinga**, hereinafter called Owner and \_\_\_\_\_ hereinafter called Contractor

## ARTICLE 1 - WORK

A. CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows:

Project Name: \_\_\_\_\_  
Project No.: \_\_\_\_\_

## ARTICLE 2 - THE PROJECT

The project for which work under the Contract Documents may be the whole or only a part is generally described as follows: The work under the Contract Documents comprises the entire project.

## ARTICLE 3 – CITY ENGINEER

The project has been designed by:

Tri-City Engineering, Inc.  
4630 W. Jennifer Ave. Suite 101  
Fresno, CA 93722-6415  
Phone: (559) 447-9075  
Fax: (559) 447-9074  
www.TriCityEngineering.com

“City Engineer” shall mean Tri City Engineering, Inc., or their authorized agent acting within the scope of their authority, who shall act as the representative of the City during the term of this contract, and who are to act as Owner's representatives, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the work in accordance with the Contract Documents

## ARTICLE 4 - CONTRACT TIMES

Attention is directed to the Provisions in Section 4 ‘Scope of Work’, to Section 8 ‘Prosecution and Progress’ of the State of California 2024 Standard Specifications, also referred to as Standard Specifications, and these Special Provisions below.

- A. Time is of the essence
  - 1. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract documents are of the essence of the Contract.
- B. Days to Achieve Substantial Completion
  - 1. The work will be substantially completed within \_\_\_\_\_ Working Days of the date when the Contract times commence to run as provided in Section 8 of the Standard Specifications.
- C. Liquidated Damages
  - 1. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the work is not completed within the time(s) specified in paragraph 4.B above, plus any extensions thereof allowed in accordance with Section 4-1.05 of the Standard Specifications. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty),

Contractor shall pay Owner ONE THOUSAND DOLLARS (\$1,000.00) for each day that expires after the time specified in paragraph 4.B for Substantial Completion until the work is substantially complete.

## ARTICLE 5 - CONTRACT PRICE

Attention is directed to the Provisions in Section 9 'Payment', to Section 4 'Scope of Work', to Section 5 'Control of Work' of the State of California 2024 Standard Specifications, also referred to as Standard Specifications, and these Special Provisions below.

- A. Owner shall pay Contractor for completion of the work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the following paragraphs;
1. For all Unit Price work, an amount equal to the sum of the established unit price for each separately identified item of Unit Work times the estimated quantity of that item as indicated in this paragraph.
    - i. Refer to Section 00410 - Bid Proposal, for Individual Unit Prices.
    - ii. Total of all Unit Prices, a Sum of:
      - (a) Amount:

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\$\_\_\_\_\_ dollars

- iii. As provided in paragraph Section 4-1.05 of the Standard Specifications Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Owner's Representative as provided in Section 5-1.03 of the Standard Specifications.
  2. For all Unit Price Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

## ARTICLE 6 - PAYMENT PROCEDURES

Attention is directed to the Provisions in Section 9 'Payment' of the State of California 2024 Standard Specifications, also referred to as Standard Specifications, and these Special Provisions below.

- A. Submittal and Processing of Payments  
Contractor shall submit Applications for Payment in accordance with Section 9 of the Standard Specifications. Applications for Payment will be processed by Owner's Representative as provided in the General Conditions.
- B. Progress Payments; Retainage
1. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the work as provided in the following paragraphs. All such payments will be measured by the schedule of values established in Section 9.1.16B of the Standard Specifications (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
    - i. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner's Representative may determine or Owner may withhold, in accordance with Section 9.1.16E of the Standard Specifications:
      - (a) 95% of work completed (with the balance being retainage).
      - (b) No response payment will be made for any materials on hand which are furnished but not incorporated in the work.
    - ii) Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payment to CONTRACTOR to 95% of the work completed, less such amounts as Owner's Representative shall determine in accordance with the State Standard Specifications.
- C. Final Payment
1. Upon final completion and acceptance of the work in accordance with Section 9-1.17D of the Standard

Specifications, Owner shall pay the remainder of the Contract Price as recommended by Owner's Representative as provided in said paragraph.

2. Final payment of 5% will not be paid to Contractor until As-Built Drawings are received by the City Engineer.

## **ARTICLE 7 - INTEREST**

Deleted

## **ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS**

Attention is directed to the Provisions in Section 4 'Scope of Work' of the State of California 2024 Standard Specifications, also referred to as Standard Specifications, and these Special Provisions below.

- A. In order to induce Owner to enter into this Agreement Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  2. Contractor has visited the Project Site and become familiar with and is satisfied as to the general, local, and Project Site conditions that may affect cost, progress, and performance of the work.
  3. Contractor is familiar with and is satisfied as to all Federal, State, and Local Laws and Regulations that may affect cost, progress, and performance of the work.
  4. Contractor has carefully studied all:
    - i. Reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Section 4 of the State Standard Specifications, and
    - ii. Reports and drawings of a Hazardous Environmental Condition, if any, at the Project Site which has been identified in the Supplementary Conditions as provided in Section 4 of the State Standard Specifications.
  5. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Project Site which may affect cost, progress, or performance of the work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.
  6. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the Contract Price, within the Contract Times, and in accordance with the terms and conditions of the Contract Documents.
  7. Contractor is aware of the general nature of the work to be performed by the Owner and others at the Project Site that relates to the work as indicated in the Contract Documents.
  8. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Project Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
  9. Contractor has given Owner's Representative written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contractor Documents, and the written resolution thereof by Owner's Representative is acceptable to Contractor.
  10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

## **ARTICLE 9 - CONTRACT DOCUMENTS**

Attention is directed to the Provisions in Section 2 'Bidding' of the State of California 2024 Standard Specifications, also referred to as Standard Specifications, and these Special Provisions below.

A. Contents

1. The Contract Documents consist of the following:
  - i. This Agreement (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive);
  - ii. Performance Bond (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive);
  - iii. Payment Bond (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive);
  - iv. The entire Specifications, as listed in the Table of Contents;
  - v. The entire Plan Set Drawings, as listed in Section 00015;
  - vi. Addenda (Numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive);
2. The documents listed in Paragraph 9.A above are attached to this Agreement (expressly noted otherwise above).
3. There no Contract Documents other than those listed above in this Article 9.
4. The Contract Documents may only be amended, modified, or supplemented as provided in Section 2 of the State Standard Specifications.

## **ARTICLE 10 - MISCELLANEOUS**

A. Terms

1. Terms used in this agreement will have the meanings indicated in the State of California 2024 Standard Specifications, also referred to as Standard Specifications.
2. Assignment of Contract
  - i. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

B. Successors and Assigns

1. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

C. Severability

1. Any provision or part of the contract document held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

## **ARTICLE 11 - WORKER'S COMPENSATION INSURANCE**

"Contractor represents that he has secured the payment of Worker's Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provision of said Code. Contractor shall supply the Owner with certificates of insurance, evidencing that Worker's Compensation Insurance is in effect and providing that the Owner will receive ten days written notice of cancellation. If Contractor self-insures Worker's Compensations, Certificate of Consent to Self-insure should be provided to the Owner."

## **ARTICLE 12 – TERMINATION CLAUSES**

- A. If the contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors

should persistently violate any of the provisions of the contract, or if he should persistently or repeatedly refuse or should fail; except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Owner's Representative, then the Owner may, upon certificate of the Owner's Representative when sufficient cause exists to justify such action, serve written notice upon the Contractor and his Surety of its intention to terminate the contract, and unless within five days after the serving of such notice, such violations shall cease and satisfactory arrangements for correction thereof be made, the contract shall, upon the expiration of said five (5) days, cease and terminate.

- B. In the event of any such termination, the Owner shall immediately serve written notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the contract, provided, however, that if the Surety within the ten (10) days after the serving upon it of notice of termination does not give the Owner written notice of its intention to take over and perform the contract or does not commence performance thereof within the ten (10) days stated above from the date of the serving of such notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby and in such event the Owner may without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefore. In such case the Contractor shall not be entitled to receive any further payment until the work is finished.
- C. If the unpaid balance of the contract price shall exceed the expenses of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner, as herein provided and damage incurred through the Contractor's default, shall be certified by the Owner's Representative.

**IN WITNESS WHEREOF,**

Owner and Contractor have signed this Agreement. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor or identified by Owner's Representative on their behalf.

**This Agreement will be effective on**

\_\_\_\_\_ , \_\_\_\_\_ ,

which is the effective date of the Agreement. This Agreement shall not be effective unless and until concurred in by agency's designated representative.

**OWNER:** City of Coalinga

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

**CONTRACTOR:**

Business Name: \_\_\_\_\_

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

**END OF SECTION**

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## ***SECTION 00620 - INSURANCE CERTIFICATES***

### **GENERAL SUMMARY**

Insurance requirements for this project are specified in General Conditions and as modified by the Supplementary Conditions. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, the certificates of insurance contained in this section.

### **SECTIONS**

- A. General Liability Special Endorsement
- B. Automobile Liability Special Endorsement
- C. Worker's Compensation and Employers Liability Special Endorsement
- D. Certificate of Insurance to the City.

### **END OF SECTION**

## ***SECTION 00700 - GENERAL CONDITIONS***

### **FORM OF GENERAL CONDITIONS**

State of California Department of Transportation Standard Specifications (CALTRANS), Most Current Edition, are the General Conditions between the Owner and Contractor.

EJCDC No. C-700 Standard General Conditions of the Construction Contract Funding Agency Edition, Most Current Edition, also attached are the General Conditions between the Owner and Contractor.

If any discrepancy exists between the CALTRANS and EJCDC General Conditions, the CALTRANS General Conditions shall take precedence over the EJCDC General Conditions.

### **SUPPLEMENTARY CONDITIONS**

Refer to Document 00800 for amendments to these General Conditions, if any.

**END OF SECTION**

## **SECTION 00800 - SUPPLEMENTARY CONDITIONS**

### **INTENT**

These Supplementary Conditions amend and supplement the General Conditions defined in Document 00700 and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

In case of conflict between the General Conditions and these Supplementary Conditions, the Supplementary Conditions shall take precedence over and be used in lieu of such conflicting portions.

### **MODIFICATIONS TO STATE STANDARD SPECIFICATIONS**

#### **Section 1 Definitions and Terms**

- A. For purpose of this contract, the following terms or pronouns in place of them, used throughout the Standard Specifications and defined in Section 1, Definition of Terms, of the Standard Specifications, shall be as follows:
1. State: City of Coalinga.
  2. Public Works Building: Coalinga City Hall, 155 W. Durian Ave, Coalinga, CA 93210.
  3. Department of Transportation: The City Council of the City of Coalinga, State of California.
  4. Director: Mayor of the City of Coalinga.
  5. State Highway Engineer: The Director of Public Works (ex officio engineer) of the City of Coalinga.
  6. Chief Engineer: Department of Transportation: The Director of Public Works (ex officio City Engineer) of the City of Coalinga.
  7. Engineer: Engineer shall mean the Director of Public works of the City of Coalinga, his authorized agent acting within the scope of his authority who shall act as the representative of the City during the term of the contract.
  8. Laboratory: The established laboratory of the Office of System Implementation of the Department of Transportation of the State of California or Laboratories authorized by the Engineer to test materials and work involved in this contract.
- B. Reference is made to Section 1 of the Standard Specifications for other pertinent definitions.

#### **Section 2 Proposal and Requirements Conditions**

- A. Section 2-1.47 Bid Relief
1. Attention is directed to the Provisions of Public Contract Code Sections 5100 TO 5107, inclusive, concerning relief of Bidders and in particular to the requirements therein, that if the Bidder claims a mistake was made in his bid, the Bidder shall give the department written notice within five (5) days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

#### **Section 3 Award and Execution of Contract**

- A. The Bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution", of the Standard Specifications for the requirements and conditions concerning award and execution of the contract.
1. Section 3-1.04 Contract Award
    - i. The award of contract, if it be awarded, will be the lowest Responsive Bidder whose proposal complies with all the requirements prescribed.
    - ii. The lack of prompt procedure to resolve disputes regarding the bidding process would impair the Owner's ability to carry out its purpose of contracting this project in a timely manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified in these Contract Documents, all disputes and/or protests regarding the bidding process shall be subject to the following procedure. In submitting a bid to the Owner for this project the bidder agrees to comply

with and to be bound by this procedure.

- (a) Any bid protest must be submitted in writing to the City before 5:00 p.m. on the third working day following bid opening.
- (b) The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. A nonrefundable fee of seven hundred fifty dollars (\$750) made payable to the City of Coalinga shall accompany the protest documents and will be used by the Owner to recover costs in evaluating the bid protest. A bid protest submitted without the requisite fee will be considered incomplete and will not be considered by the Owner.
- (c) The party filing the protest must have actually submitted a bid for the work. A subcontractor of a party submitting a bid for the work may not submit a bid protest.
- (d) A party may not rely on the bid protest submitted by another bidder but must timely pursue its own protest.
- (e) The protest must refer to the specific portion of the Contract Documents which forms the basis for the protest.
- (f) The protest must include the name, address, and telephone number of the person representing the protesting party.
- (g) The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other bidders, and the bid protest must contain proof of service of the bid protest on the other bidders.
- (h) The protested bidder shall have up to five (5) working days after the filing of a bid protest to submit a written response. The responding bidder shall transmit the response to the protesting bidder concurrent with the delivery to the Owner.
- (i) The procedure and time limits set forth in this paragraph are mandatory and are the bidder's sole and exclusive remedy in the event of the bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
- (j) The Owner will evaluate all proper bid protest before the award of the contract to the lowest responsive and responsible bidder.

**B. Section 3-1.05 Contract Bonds**

1. Two good and sufficient surety bonds (performance and labor and material) each in the amount of one hundred percent (100%) of the contract amount shall be required from the Contractor before execution of contract.

**C. Section 3-1.18 Contract Execution**

1. The Agreement shall be signed by the successful Bidder and returned, together with the Performance and Payment Bonds, within seven (7) calendar days after the Bidder has received notice of the Contract Award. Within the following seven (7) calendar days the contractor will receive a written notice (Notice to Proceed) fixing the date on which the contract time will start.

**D. Section 3-1.18 Failure to Execute Contract**

1. If the low Bidder fails to contract, and fails to provide the Performance and Payment Bonds, with Surety satisfactory to the Owner, within seven (7) calendar days after Award Day, the Owner, at its option, may determine that the Bidder has abandoned the Contract. Consequently, the Bid Security accompanying this Proposal shall operate and the same shall be the property of the Owner.

## **Section 4 Scope of Work**

**A. Section 4-1.05 Changes and Extra Work**

1. Attention is directed to the provisions in Section 4-1.03A of the Standard Specifications and these Special Provisions.

## **Section 5 Control of Work**

**A. Section 5-1.12 Assignment**

1. Attention is directed to Section 5-1.12 of the Standard Specifications and these Special Provisions.

2. The contractor shall not assign monies due or to become due him under the contract without the written consent of the City Finance Director of the City. Any assignment of monies shall be subject to all proper setoffs in favor of the City and to all deductions provided for in the contract and particularly all money withheld, whether assigned or not, shall be subject to being used by the City for the completion of the work in the event that the contractor should be in default therein.
- B. Section 5-1.13 Subcontracting
1. Attention is directed to the provisions in Section 5-1.13 of the Standard Specifications.
- C. Section 5-1-16 Representative
1. The Superintendent shall be present at the site of the work at all times while work is actually in progress on the contract. When work is not in progress and during periods when work is suspended, arrangements acceptable to the Owner's Representative shall be made for any emergency work which may be required.
- D. Section 5-1.46 Final Inspection and Contract Acceptance
1. After acceptance of the contract, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes herein above listed for said item, will be included for payment in the first estimate made after acceptance of the contract.

## **Section 7 Legal Relations and Responsibility To the Public**

- A. Section 7-1.02K(2) Prevailing Wage of the Standard Specifications
1. The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the City of Coalinga address. These wage rates are not included in these Contract Documents for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.
- B. Section 7-1.02K(4) Apprentices
1. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeships, San Francisco, California, or from the Division of Apprenticeship Standards, 2550 Mariposa Street, Fresno, California 93721.

## **Section 8 Prosecution and Progress**

- A. Attention is directed to the Provisions in Section 8-1.04 'Start of Job Activities', to Section 8-1.05 'Time', and to Section 8-1.10 'Liquidated Damages' of the Standard Specifications and these Special Provisions.
1. The contractor shall begin work within fourteen (14) calendar days after receiving Notice to Proceed by the City, and shall diligently prosecute the same to completion before the expiration of:
    - i. Total Working Days (Base Bid), thirty (30) Working Days, from the date shown in said Notice to Proceed.
  2. The Contractor shall pay to the City the sum of ONE THOUSAND DOLLARS (\$1,000.00) per day for each and every calendar days delay in finishing the work in excess of the number of working days prescribed above.
  3. The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the City or the owner of the utility to provide for removal or relocation of any existing utility facilities. Prior to the start date a Pre-Construction Conference will be held at the Office of the Public Works Director for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include major sub-contractors.
- B. Section 8-1.02 Progress Schedule
1. Progress schedules will be required for this contract and shall conform to the provisions of the Standard Specifications.

## **Section 9 Payment**

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- A. Section 9-1.02 Measurement
1. Attention is directed to the provisions in Section 9-1.02 "Measurement", of the Standard Specifications and these Special Provisions.
  2. Said Section 9-1.02 is amended by adding the following between the eighth and ninth paragraphs:
    - i. Whenever load cells are used for weighing materials, the foundation, base, structural member or other support upon which the load cells or their appurtenances depend, shall be rigid and non-yielding.
    - ii. Foundations and bases shall be constructed in accordance with requirements herein for vehicles scales' support.
  3. Within the limits of the project or at the plant site, the contractor shall provide a vehicle platform scale or sufficient weighing capacity to check full production sized batches from all proportioning scales to be used in producing materials for the project. Such vehicle platform scale shall conform to the provisions in said Section 9-1.02.
  4. Full compensation for furnishing and operating the vehicle platform scale required to check proportioning scales shall be considered to be included in the contract prices paid for the various contract items of work requiring the proportioning scales and no separate payment will be made therefore.
- B. Section 9-1.04 Force Account
1. Attention is directed to Section 9-1.04A "General", of the Standard Specifications.
    - i. Five percent (5%) markup can be added to work performed by a subcontractor.
  2. Attention is directed to Section 9-1.04B "Labor", of the Standard Specifications.
    - i. Fifteen percent (15%) markup can be added to work performed by the Contractors own forces.
- C. Section 9-1.16C Materials on Hand
1. For the purpose of making partial payments, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of said contract item of work which will be recognized for progress payment purposes.
  2. No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.
- D. Section 9-1.17D Final Payment and Claims
1. The following shall be added to Section 9-1.17D:
    - i. The City of Coalinga, Director of Public Works, will make the final determination of any claims which remain in dispute after completion of the contract. The contractor may meet with the Director of Public Works to make a presentation in support of such claims.
- E. Section 9-1.122 Arbitration
- In lieu of the provisions of Section 9-1.122 "Arbitration", of the Standard Specifications, Claims (Demands for Monetary Compensation or Damages) arising under or related to performance of the contract may be resolved by litigation in a court of competent jurisdiction.

## **Section 12 Temporary Traffic Control**

- A. Traffic Control System
1. The provisions in this section will not relieve the contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.04 "Public Safety", of the Standard Specifications.
  2. The base material of construction area signs shall not be plywood.
  3. If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the contractor shall immediately repair said components to its original condition or replace said component and shall restore the component to its original location.
  4. Lane Closures:
    - i. Lane closures on state routes shall be coordinated with Caltrans and implemented per the approved Traffic Control Plan on Contractor's rider permit.
    - ii. When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation

adjacent to the traveled way shall be removed from the traveled way and shoulder. If the contractor so elects, said components may be stored at selected central locations, approved by the Owner's Representative.

5. Street Closures:
  - i. Street closures are required for this project.
  - ii. Residences and businesses that can only access their property off of each street shall be allowed access at all times.
  - iii. Foot traffic and special deliveries shall be accommodated.
6. Sidewalk Closures:
  - i. Pedestrian traffic control shall conform to the most current California Manual on Uniform Traffic Control Devices (CA MUTCD) and State Standard Plans.
  - ii. Advanced signing notification of sidewalk closures must be provided to allow reasonable safe route that does not involve crossing the roadway.
  - iii. Pedestrians and bicyclists shall have a safe route to walk or ride and shall be protected throughout the entire traffic control area. Pedestrian routes/detours shall meet all ADA accessibility requirements.
  - iv. Traffic control devices, equipment, and other construction materials and features must not intrude into the usable width of sidewalk, temporary pathway, or other pedestrian facility.
  - v. Signs mounted lower than 7 feet above the temporary pedestrian pathway should not project more than 4 inches into accessible pedestrian facilities.
  - vi. Pedestrians should not be led into conflicts with work site vehicles, equipment, and operations.
  - vii. The City, through its designated employees reserves the right to initiate field changes to assure public safety.
  - viii. All traffic control devices shall be removed from public right-of-way when not in use, unless otherwise permitted.
  - ix. Trenches shall be backfilled or plated during non-working hours and this includes trenches in bike lane and sidewalk. If trench plates are used over open excavation, include "Steel Plates Ahead" warning sign.
  - x. Contractor is fully responsible for the installation, maintenance, and removal of signs upon completion of work.
  - xi. Temporary "NO PARKING" signs shall be posted 48 hours prior to work commencement. These signs shall be no more than 30 feet apart.
  - xii. Access to driveways and transit stops shall be maintained at all times, unless permitted otherwise.
  - xiii. If public transit is being impacted in any way during construction, the Contractor is responsible for informing transit agencies and coordinating with them accordingly.
  - xiv. Any work that disturbs normal traffic signal operations, such as intersection detection shall be coordinated with Public Works, or with Caltrans for signals along state highway, fourteen (14) calendar days prior to beginning construction.
7. The contract Lump Sum price paid for traffic control system shall include full compensation for furnishing all labor, materials (including signs), tools, equipment, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Owner's Representative.
8. In lieu of the provisions of Section 12-2.03, the cost of furnishing flagging costs, full compensation for furnishing flagmen shall be considered as included in the contract Lump Sum price paid for traffic control systems and no separate payment will be made therefore.
9. The adjustment provisions in Section 4-1.05 "Changes and Extra Work", of the Standard Specifications, shall not apply to the item of traffic control system. Adjustments in compensation for traffic control system will be made only for increased or decreased traffic control system required by changes ordered by the Owner's Representative and will be made on the basis of the cost of the increased or decreased traffic control system required by changes ordered by the Owner's Representative and will be made as provided

in Section 9-1.04 "Force Account", of the Standard Specifications for increased work, and estimated on the same basis in the case of decreased work.

10. Traffic control system required by work which is classed as extra work, as provided in Section 4-1.05 of the Standard Specifications, will be paid for as part of said extra work.

**B. Maintaining Traffic**

1. Attention is directed to Sections 7-1.03 "Public Convenience", 7-1.04, "Public Safety", and Section 12, "Temporary Traffic Control", of the Standard Specifications and to the section entitled "Public Safety" elsewhere in these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.04.
2. Personal vehicles of the contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to public traffic.
3. Designated legal holidays are: January 1, the third Monday in January, February 12, the third Monday in February, March 31, the last Monday in May, July 4, and the first Monday in September, November 11, Thanksgiving Day and the day after, and December 25. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11 falls on a Saturday, the preceding Friday shall be a designated legal holiday. Any other holiday falling on a Saturday will be observed on that Saturday. Holiday work restrictions also apply to Fridays following Thursday's holidays, Mondays preceding Tuesday holidays and the days preceding and following extended holiday weekends.
4. Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the contractor if, in the opinion of the Owner's Representative, public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Owner's Representative has indicated his written approval. All other modifications will be made by contract change order.

**C. Section 12-3.06 Construction Area Signs**

1. Construction area signs shall be furnished, installed, maintained, and removed when no longer required in accordance with the provisions of the Standard Specifications and these Special Provisions.
2. The base material of construction area signs shall not be plywood.

## **Section 15 Existing Facilities**

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

## **Section 17 Watering**

- A. Watering shall conform to the provisions in Section 17, "Watering," of the Standard Specifications and these Special Provisions.
- B. Construction water will be made available in accordance with the current City Construction Water Policy. Application and deposit must be made by contractor at City Hall.

## **Section 19 Earthwork**

- A. Attention is directed to the provisions in Section 19-5.03 "Relative Compaction (95 Percent)", of the Standard Specifications and these Special Provisions.
  1. Section 19-5.03 Relative Compaction (95 Percent)
    - i. The requirements in the second paragraph of Section 19-5.03 "Relative Compaction (95%)", of the Standard Specifications shall not apply to excavation areas.

## **MODIFICATIONS TO EJCDC C-700**

### **Paragraph-2.03: Amend this article to include the following definition of Contract Time:**

Contract Time is identified in Document 00500 - Agreement.

**Paragraph-5.01: Modify the bond value requirements of this paragraph as follows:**

- A. 5.01.1.: Provide a 100 percent (100%) Performance Bond on a standard surety bond form.
- B. 5.01.2.: Provide a 100 percent (100%) Payment Bond on a standard surety bond form.

**Article 10: Add a new Paragraph 10.06 as follows:**

- A. 10.06.: The following fees apply to Changes in the Work:
  - 1. 10.06.1.: 15 percent (15%) overhead and profit on the net cost of own Work;
  - 2. 10.06.2.: 5 percent (5%) on the cost of Work done by any Subcontractor;
  - 3. 10.06.3.: Cumulative mark-up on all tiers of contractors and subcontractors shall not exceed twenty percent (20%).
  - 4. 10.06.4.: On Work deleted from the Contract, credit to the Owner shall be the Owner's Representative approved net cost plus 1/2 of the overhead and profit percentage noted above.

**ADDITIONAL CONDITIONS**

**Aggregates**

- A. Attention is directed to Sections 25-1.02," Materials," 26-1.02, "Materials," 27-1.02, "Materials," 28-1.02, "Materials," and 39-2.02, "Aggregates," respectively, of the Standard Specifications.
- B. In the above referenced sections of the Standard Specifications, all references to "individual test results" are deemed to mean "contract compliance", and all references to "moving average" are deemed to mean "operating range".
- C. The provisions in Section 6-3.02 "Statistical Testing", of the Standard Specifications shall not apply.
- D. If the results of either or both the sand equivalent and aggregate grading tests do not meet the requirements specified for "operating range" but meet the "contract compliance" requirements, placement of the material may be continued for the remainder of that day. However, another day's work may not be started until tests, or other information, indicate to the satisfaction of the Owner's Representative that the next material to be used in the work will comply with the requirements specified for "operating range".
- E. If the results of either or both the aggregate grading and sand equivalent tests do not meet the requirements specified for "contract compliance", the material which is represented by these tests shall be removed. However, if requested by the contractor and approved by the Owner's Representative, said material may remain in place and the contractor shall pay to the City the following amount for all such material left in place:
  - 1. Aggregate Subbase: \$ 11.00 per Cubic Yard
  - 2. Aggregate Base: \$ 17.00 per Cubic Yard
  - 3. Cement Treated Base: \$ 28.00 per Cubic Yard
  - 4. Lean Concrete Base: \$ 10.00 per Cubic Yard
  - 5. Asphalt Concrete: \$ 15.00 per Ton
- F. The department may deduct such amounts from any moneys due, or that may become due, the contractor under the contract.
- G. When both the aggregate grading and sand equivalent do not conform to "contract compliance" requirements, only one adjustment shall apply.
- H. When a subbase or base material is to be measured by the ton, the weight will be converted to volume measurements for the purpose of this section.

**Order of Work**

- A. When required by the special provisions or plans, the Contractor shall follow the sequence of operations as set forth therein.
- B. Full compensation for conforming to those requirements will be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.
- C. Attention is directed to Section 12-4 "Maintaining Traffic" of the Standard Specifications.
- D. At the end of each working day if a difference in excess of 0.20-Foot exists between the elevation of existing pavement and the elevation of any excavation with 8 feet of the traveled way, material shall be placed and

compacted against the vertical cuts adjacent to the traveled way. During excavation operations, native material may be used for this purpose. However, once the placing of the structural section commences, structural material shall be used. The material shall be placed to the level of the elevation of the top of existing pavement and tapered at a slope of 4:1 or flatter to the bottom of the excavation. Full compensation for placing the material on a 4:1 slope, regardless of the number of times it is required, and subsequent removing or reshaping of the material to the lines and grades shown on the plans shall be considered as included in the contract price paid for the materials involved and no additional compensation will be allowed therefore. No payment will be made for material placed in excess of that required for the structural section.

- E. The first order of work shall be to furnish and install the construction area signs as shown on the plans. No other work which interferes with public traffic shall be performed until the signs are in place.
- F. Sequence of construction shall provide for the utilization of all suitable excavated materials in the embankment construction as directed by the Owner's Representative.

### **Cooperation**

- A. Should construction be under way by other forces or by other contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to those limits, the Contractor shall cooperate with all the other contractors or other forces to the end that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.
- B. When 2 or more contractors are employed on related or adjacent work, or obtain materials from the same material source, as provided in Section 6-2.04, "Local Materials," each shall conduct their operations in such a manner as not to cause any unnecessary delay or hindrance to the other.
- C. Each contractor shall be responsible to the other for all damage to work, to persons or property caused to the other by their operations, and for loss caused the other due to unnecessary delays or failure to finish the work within the time specified for completion.

### **Highway Construction Equipment**

- A. Attention is directed to Section 7-1.020 "Vehicle Code" of the Standard Specifications and these Special Provisions. Pursuant to the authority contained in section 591 of the Vehicle Code, the department has determined that, within such areas as are within the limits of the project and are open to public traffic, the contractor shall comply with all the requirements set forth in divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Attention is directed to the statement in Section 591 that this section shall not relieve him or any person from the duty of exercising due care. The contractor shall take all necessary precautions for safe operation of his equipment and the protection of the public from injury and damage from such equipment.

### **Insurance Requirements (Contractor)**

- A. Bidders' attention is directed to the insurance requirements below. It is highly recommended that Bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low Bidder fails to comply strictly with the insurance requirements, that Bidder may be disqualified from award of the contract.
- B. With respect to any work required to be done under this contract, the Contractor will indemnify and hold harmless the City, Tri City Engineering, Inc., United States of America, and all other participating public agencies, whether or not said agencies are named herein, who have jurisdiction within the areas in which the work is to be performed, and all offices and employees of the, the Owner, the other participating agencies, against any and all claims, demands, causes of action, damages, (property or property of the participating agencies), costs or liabilities (including costs, or respect to its employees), in law or in equity of every kind of nature whatsoever, directly or proximately resulting from or cause by the performance of the contract, whether such performance by the Contractor, his Sub-contractor or anyone directly or indirectly employed by him; and the Contractor shall, at his sole risk and expense, defend any and all suits, actions or other legal proceedings which may be brought or instituted by third persons against the Owner, the participating agencies, their officers

and employees on any such claim, demand or cause of action, and the Contractor shall pay and satisfy any judgment or decree which may be rendered against the Owner, the participating agencies, their officers and employees in any such suit, action, or their legal proceedings.

1. This shall exclude the active or sole negligence or willful misconduct of the Owner or Engineer's design and specifications pursuant to California Civil Code 2782.

C. The Contractor shall furnish the Owner with a Certificate of Insurance, indicating insurance coverage with respect to the liability assumed by the Contractor under these provisions, and shall further indicate insurance coverage with minimum limits as shown in either (1) or (2) as follows:

1. General Liability (Bodily injury, personal injury & property damage)	\$1,000,000 Each Occurrence	\$2,000,000 Aggregate
2. Automobile Liability (Bodily injury & property damage)	\$1,000,000 Per accident	
3. Employer's Liability (Bodily injury or disease)	\$1,000,000 Per accident	

D. These insurance requirements are considered a material element of any contract to be made and failure to effect, maintain, renew, or provide proper proof of coverages may be treated as a material breach of any such contract. The City reserves the right to alter, amend, or otherwise modify these requirements as the City may deem necessary.

E. Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contractor's bid.

F. Contractor's property damage liability insurance shall include coverage for property damage caused by blasting, collapse, structural injuries, or damage to underground utilities. The policy shall not contain the so-called "X" "C" or "U" exclusions.

G. Deductibles and Self-Insurance Retention

1. Any deductible or self-insurance retention must be declared to and approved by The City. At the option of the City, either; the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officials and employees; or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

H. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage

- i. The City, its officials, employees and volunteers or Agents are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, leased or used by the contractor; or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees and volunteers.
- ii. The contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, and volunteers shall be excess of the contractor's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees and volunteers.
- iv. Coverage shall state that the contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v. The Contractor's insurance policy(ies) shall include a provision that the coverage is primary as respects the City; shall include no special limitations to coverage provided to additional insured; and, shall be placed with insurer(s) with acceptable Best's rating of A:VII or with approval of the City.
- vi. Local Agency, its agents, officers, employees, and volunteers, and Tri City Engineering, Inc., shall be named as an additional insured on all insurance policies required herein, except Worker's Compensation.

2. Worker's Compensation and Employers Liability Coverage
    - i. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from work performed by the contractor for the City.
  3. All Coverage
    - i. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- I. Verification of Coverage
1. Contractor shall furnish the City with Certificates of Insurance and with original endorsements affecting coverage by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
  2. The policies or certificates thereof shall provide that, 10 calendar days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of the City by certified mail, return receipt requested, for all of the following stated insurance policies.
- J. Subcontractor
1. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

### **Notice to Business Owners and Residents and No Parking Signs**

Contractor shall install "No Parking" signs in the work areas at least 48 hours prior to work commencing. Also, contractor shall hand-deliver a written notice in English and Spanish to all business owners and residents to be affected by any portion of this work at least 48 hours prior to work commencing. This notice shall designate working hours, estimated time of completion and contractor's phone number for information. A copy of this notice shall be submitted to the Owner's Representative at least 72 hours prior to delivery to residents.

### **Project Funding Signage**

- A. N/A

### **Obstructions**

- B. Attention is directed to Section 15 "Existing Facilities", of the Standard Specifications and these Special Provisions.
- C. The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the contractor to protect the health, safety and welfare of workmen and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 6 inches in diameter or pipelines operating at pressures greater than 60 psi (gage); underground electric supply system conductors or cables either directly buried or in duct or conduit which do not have concentric neutral conductors or other effectively grounded metal shields or sheaths; and underground electrical conductors with potential to ground of more than 300 volts. The contractor shall notify the Owner's Representative at least 24 hours prior to performing any work in the vicinity of such facilities.
- D. If such facilities are not located on the plans in both alignment and elevation, no work shall be performed in the vicinity of said facilities until the owner, or his representative, has located the facility by potholing, probing, or other means that will locate and identify the facility. If, in the opinion of the Owner's Representative, the contractor's operations are delayed or interfered with by reason of the utility facilities not being located by the owner or his representative, the City will compensate the contractor for such delays to the extent provided in Section 8-1.07 "Delays", of the Standard Specifications.

## Public Safety

- A. In addition to any other measures taken by the contractor pursuant to the provisions of Section 7-1.09 "Public Safety", of the Standard Specifications, the contractor shall install temporary railing (Type K) between any lane carrying public traffic and any excavation, obstacle, or storage area when the following conditions exist:
1. Excavations: Any excavation the near edge of which is 12 feet or less from the edge of the lane, except:
    - i. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
    - ii. Excavations less than one foot deep.
    - iii. Trenches less than one foot wide for irrigation pipe or electrical conduit or excavations less than one foot in diameter.
    - iv. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
    - v. Excavations in side slopes, where the slope is steeper than 4:1.
    - vi. Excavations protected by existing barrier or railing.
  2. Temporarily Unprotected Permanent Obstacles: Whenever the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with obstacle prior to installing the protective system; or whenever the contractor, for his convenience and with permission of the Owner's Representative, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
  3. Storage Areas: Whenever material or equipment stored within 12 feet of the lane and such storage is not otherwise prohibited by the specifications, except for installing, maintaining, and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the contractor shall close the adjacent traffic lane unless otherwise provided in the specifications.
  4. Approach Speed of Public Traffic (miles per hour) and resulting work areas:
    - i. Over 45 mph: Within 6 Feet of a traffic lane but not on a traffic lane.
    - ii. 35 to 45 mph: Within 3 Feet of a traffic lane but not on a traffic lane.
  5. When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane. However, the contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Owner's Representative. The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.
  6. When work is not in progress on a trench or other excavation that required a lane closure, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.
  7. Attention is directed to "Manual on Uniform Traffic Controls Devices."

**END OF SECTION**

# DIVISION 1 – GENERAL REQUIREMENTS

## SECTION 01100 - SUMMARY

### PART 1 GENERAL:

Project Name: Resurfacing Project Phase 3  
Plan No.: 3131  
Project No.: PW 26-01  
Owner's Name: City of Coalinga  
City Engineer's Name: Tri City Engineering, Inc.

The City of Coalinga plans to improve surface failures with seal coatings on various citywide streets to improve the street's life span. A total of 18 streets, approximately 3.5 miles and 91,158 square yards, is recommended to be improved by providing multiple solutions on deteriorating roads. The scope of work will encompass slurry sealing.

### CONTRACT DESCRIPTION:

Contract Type: A single prime contract based on a Stipulated Price as described in Section 00500 - Agreement.

### OWNER OCCUPANCY:

- A. City Business Owners intend to continue to occupy buildings during the entire construction period.
- B. City intends to occupy the Project upon Substantial Completion.
- C. City intends to occupy a certain portion of the Project prior to the completion date to conduct normal operations.
- D. Cooperate with City to minimize conflict and to facilitate City's operations.
- E. Schedule the work to accommodate City's occupancy.

### CONTRACTOR USE OF SITE AND PREMISES:

- A. Construction Operations: Limited to areas noted on Drawings.
- B. Arrange use of site and premises to allow:
  - 1. City occupancy.
    - i. Work by Others.
    - ii. Work by City.
    - iii. Use of site and premises by the public. City Business Owner's occupancy and ability to conduct business during business hours.
  - 2. Provide access to and from site as required by law and by the City.
  - 3. Emergency Building Exits During Construction: Keep all exits required by code open during construction period.
  - 4. Existing building spaces may not be used for storage.
  - 5. Time Restrictions:
    - i. Limit conduct of especially noisy exterior work to the hours of 7:00 A.M. – 4:00 P.M.
    - ii. Utility Outages and Shutdown
    - iii. Any work done on water lines that require water shutoff will be conducted between the hours of 9:00 P.M. – 5:00 A.M., Monday (Night) through Saturday (Early Morning).
  - 6. Limit disruption of utility services to hours the building is unoccupied. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days' notice to City and authorities having jurisdiction.
  - 7. Maintain ADA compliant Public Path of Travel where applicable.
  - 8. Staging/Laydown area:
    - i. Contractor shall be responsible for location.
    - ii. Contractor shall obtain written permission for location and area by land owner.

- iii. Contractor shall obtain approval of location from City Engineer.
- iv. Erosion control, sediment control, pollution control and BMPs shall be implemented and maintained within and transportation from the staging area and to the work area.
  - i) Contractor shall inspect all immediate access roads daily and shall remove any sediment or other construction activity related materials that are deposited on the roads by vacuuming or sweeping on a daily basis (when necessary) and prior to any rain event.
  - ii) Water shall be applied to disturbed areas and stockpiles.
- v. A stabilized construction entrance/exit shall be constructed if existing pavements do not exist. Additional entrances/exits shall be constructed as needed and with permission by land owner and city engineer.
- vi. A licensed service shall deliver and maintain portable restrooms. All restrooms shall be located away from the traffic and drainage facilities of level hand-packed or paved surfaces.
- vii. Contractor shall be responsible for all construction related items stored in laydown area and all items shall be secured and locked from public access after working hours.
- viii. Contractor shall be responsible for good housekeeping measures and for restoring and/or improving area prior to project.

### **WORK SEQUENCE:**

- A. Construct work in stages during the construction period:
  - Stage 1: Mobilization
  - Stage 2: Surface preparation
  - Stage 3: Sealing
  - Stage 4: Striping & Marking
  - Stage 5: Cleanup / Demobilization
- B. Coordinate construction schedule and operations with Caltrans (if applicable).
- C. Coordinate construction schedule and operations with SWRCB (if applicable).
- D. Coordinate construction schedule and operations with the Owner's Representative.
- E. Coordinate construction schedule and operations with Public Works Director of the City.

### **ERRORS AND OMISSIONS:**

- A. The City does not guarantee the accuracy or completeness of any data shown on the Plans relative to the existing locations, sizes, dimensions, depths, and character of pipes, conduits, poles or any other structures or utilities located above ground or underground.
- B. The Contractor shall, upon discovering any error or omission in the Plans or Specifications, immediately call it to the attention of the Owner's Representative. The Contractor shall also immediately notify the Owner's Representative and the appropriate utility owner if any utility is disturbed or damaged.

### **CONSTRUCTION BIDDING DOCUMENTS**

- A. The awarded Contractor will receive six (6) sets of (24"x36") construction plan sets, six (6) construction specifications and one (1) USB flash drive with the construction plan set and specifications in PDF version.
- B. Any additional sets will be made available for purchase at a fee of \$50.00 per each complete set of construction plans and specifications.

## **END OF SECTION**

# **SECTION 01200 - PRICE AND PAYMENT PROCEDURES**

## **PART 1 GENERAL**

### **SECTION INCLUDES**

Procedures for preparation and submittal of applications for progress payments.

### **RELATED SECTIONS**

#### **APPLICATIONS FOR PROGRESS PAYMENTS**

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Present required information in typewritten form.
- C. Form: AIA G702 and G703 Continuation (Appendix B)
- D. For each item, provide a column for listing each of the following:
  - 1. Item Number.
  - 2. Description of work.
  - 3. Scheduled Values.
  - 4. Previous Applications.
  - 5. Work in Place under this Application.
  - 6. Authorized Change Orders.
  - 7. Total Completed to Date of Application.
  - 8. Percentage of Completion.
  - 9. Balance to Finish.
  - 10. Retainage (5%).
- E. Execute certification by signature of authorized officer.
- F. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed.
- G. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- H. Submit three copies of each Application for Payment.
- I. Include the following with the application:
  - 1. Transmittal letter as specified for Submittals in Section 01300.
- J. When the Owner's Representative requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.
- K. Submit Lien Releases/Waivers for all Subcontractor's and Material Suppliers.

#### **MODIFICATION PROCEDURES**

- A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or Subcontractors of changes to the work.
- B. The Owner's Representative will advise of minor changes in the work not involving an adjustment to Contract Sum or Contract Time as authorized by the Conditions of the Contract by issuing supplemental instructions.
- C. Construction Change Directive: the Owner's Representative may issue a document, signed by City, instructing Contractor to proceed with a change in the work, for subsequent inclusion in a Change Order.
  - 1. The document will describe changes in the work, and will designate method of determining any change in Contract Sum or Contract Time.
  - 2. Promptly execute the change in work.
- D. Proposal Request: the Owner's Representative may issue a document which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 5

days.

- E. Contractor may propose a change by submitting a request for change to the Owner's Representative, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on work by separate or other contractors. Document any requested substitutions in accordance with Section 01600.
- F. Computation of Change in Contract Amount:
  - 1. For change requested by the Owner's Representative for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
  - 2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by the Owner's Representative.
  - 3. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
  - 4. For change ordered by the Owner's Representative without a quotation from Contractor, the amount will be determined by the Owner's Representative based on the Contractor's substantiation of costs as specified for Time and Material work.
- G. Substantiation of Costs: Provide full information required for evaluation.
  - 1. On request, provide following data:
    - i. Quantities of products, labor, and equipment.
    - ii. Taxes, insurance, and bonds.
    - iii. Overhead and profit.
    - iv. Justification for any change in Contract Time.
    - v. Credit for deletions from Contract, similarly documented.
  - 2. Support each claim for additional costs with additional information:
    - i. Origin and date of claim.
    - ii. Dates and times work was performed, and by whom.
    - iii. Time records and wage rates paid.
    - iv. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
  - 3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- H. Execution of Change Orders: the Owner's Representative will issue Change Orders for signatures of parties as provided in the Conditions of the Contract on EJCDC C-700 SC 10.03.
- I. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- J. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- K. Promptly enter changes in Project Record Documents.

## **APPLICATION FOR FINAL PAYMENT**

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
  - 1. All closeout procedures specified in Section 01780.
  - 2. As-Built Drawings.

## **END OF SECTION**

## **SECTION 01270 - UNIT PRICES**

### **PART 1 GENERAL**

#### **SECTION INCLUDES**

List of unit prices, for use in preparing Bids.

#### **COSTS INCLUDED**

Unit Prices included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals, erection, application or installation of an item of the work, overhead and profit.

#### **UNIT QUANTITIES SPECIFIED**

Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements of actual work will determine the payment amount.

#### **MEASUREMENT OF QUANTITIES**

- A. Measurement methods delineated in the individual specification sections complement the criteria of this section. In the event of conflict, final decision will be made by the Owner's Representative of the City of Coalinga; the requirements of the individual specification section govern.
- B. Take all measurements and compute quantities. Measurements and quantities will be verified by the Owner's Representative.
- C. Assist by providing necessary equipment, workers, and survey personnel as required.
- D. Measurement by Volume: Measured by cubic dimension.
- E. Measurement by Area: Measured by square dimension.
- F. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.
- G. Stipulated Sum/Price Measurement: Items measured by volume, area, or linear means or combination as appropriate as a completed item or unit of the work.
- H. Perform surveys required to determine quantities.
- I. Contractor's Engineer Responsibilities: Sign surveyor's field notes or keep duplicate field notes, calculate and certify quantities for payment purposes.

#### **PAYMENT**

- A. Payment for work governed by unit prices will be made on the basis of the actual measurements and quantities of work in place and accepted by the Owner's Representative.
- B. Payment will only be made for Items approved by the Owner's Representative.
- C. Payment will not be made for any of the following:
  - 1. Items that are unapproved or items that are different than stated.

#### **DEFECT ASSESSMENT**

- A. The authority of the Owner's Representative to assess the defect and identify payment adjustment is final.
- B. It is the Contractor's responsibility to protect his work from defects, unwanted markings, or graffiti. Defective work will not be accepted by the City and must be replaced at Contractor's expense.

#### **SCHEDULE OF UNIT PRICES**

Refer to Section 00410 - Bid Proposal Form.

### **END OF SECTION**

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## **SECTION 01300 - ADMINISTRATIVE REQUIREMENTS**

### **PART 1 GENERAL**

#### **SECTION INCLUDES**

Preconstruction meeting.

#### **RELATED SECTIONS**

#### **PROJECT COORDINATION**

- A. Project Coordinator: Public Works Director or Owner's Representative.
- B. Cooperate with the Project Coordinator in allocation of mobilization areas of site; field offices and sheds, access, traffic, parking facilities, storage, and project fencing.
- C. During construction, coordinate use of site and facilities through the Project Coordinator.
- D. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports, records, schedules, coordination drawings, recommendations; resolution of ambiguities and conflicts.
- E. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities.
- F. Coordinate field engineering and layout work under instructions of the Project Coordinator.
- G. Make the following types of submittals to the Project Coordinator:
  - 1. Requests for interpretation.
  - 2. Requests for substitution.
  - 3. Shop drawings, product data, and samples.
  - 4. Test and inspection reports.
  - 5. Design data.
  - 6. Manufacturer's instructions and field reports.
  - 7. Applications for payment and change order requests.
  - 8. Progress schedules.
  - 9. Coordination drawings.
  - 10. Closeout submittals.
  - 11. Traffic Control Plan / Include ADA Compliant path of travel if applicable. (see page 00800-4, Section 12 Temporary Traffic Control).

### **PART 2 PRODUCTS - NOT USED**

### **PART 3 EXECUTIONS**

#### **PRECONSTRUCTION MEETING**

The Owner's Representative will schedule a meeting after The Notice of Award.

- A. Attendance Required:
  - 1. The Owner's Representative.
  - 2. Public Works Director.
  - 3. Contractor.
  - 4. Special Consultants.
  - 5. Contractor's Superintendent.
  - 6. Major Subcontractors.
- B. Agenda:
  - 1. Execution of City-Contractor Agreement.
  - 2. Submission of executed bonds and insurance certificates.
  - 3. Distribution of Contract Documents.
  - 4. Submission of schedule of values, and progress schedule.
  - 5. Designation of personnel representing the parties to Contract.
  - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments,

proposal request, Change Orders, and Contract closeout procedures.

7. Project Scheduling.
  8. Coordination of a Geotechnical Engineer.
  9. Site Mobilization Requirements.
  10. Labor Compliance.
  11. Use of premises by City and Contractor
  12. City's requirements.
  13. Construction facilities and controls provided by City.
  14. Temporary utilities provided by City & other utility companies.
  15. Survey and layout.
  16. Security and housekeeping procedures.
  17. Schedules.
  18. Application for payment procedures.
  19. Procedures for testing.
  20. Procedures for maintaining record documents.
  21. Requirements for start-up of equipment.
  22. Execution of City-Contractor Agreement.
  23. Emergency Contacts/Procedures.
  24. SWPPP.
- C. Record minutes and distribute copies within two days after meeting to participants, with two copies to Public Works Director of the City, participants, and those affected by decisions made.

## **STREET CLOSURE**

- A. Intermittent alley closures will be allowed as necessary to construct improvements; however, alleys may not be closed continuously throughout the project as many residents access their properties from the alleys.
- B. Special accommodations shall be made for those residences and businesses that can only access their property
- C. Special accommodations shall be made for City vehicles that have to access surrounding property.
- D. Foot traffic and special deliveries shall be accommodated.

## **TRAFFIC CONTROL**

- i. Supply a Traffic Control Plan at the time of the preconstruction meeting prior to commencing any work. This plan shall show all proposed traffic control to be used during each segment of construction, including construction signing, barricading, and proposed detours.
- ii. Lane, Street, and Sidewalk Closures shall comply with the Temporary Traffic Control Subsection of the Supplementary Conditions of these Standard Specifications.
- iii. A request for street closures will be submitted to the Owner's Representative for approval 10 days prior to the proposed closing date.
- iv. A minimum of 5 days' notice to residents and businesses is required for Street Closures.
- v. Notification of the Traffic, Fire, Police, Transportation, Sanitation and Postal Departments at least forty-eight hours (48) in advance of any street closure.
- vi. All closures impacting state routes shall be approved through the Caltrans Rider Permit.

## **PROGRESS MEETINGS**

- A. Owner's Representative to schedule and administer meetings throughout progress of the work at maximum two-week intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, City, the Owner's Representative, as appropriate to agenda topics for each meeting.
- D. Agenda:
  1. Review minutes of previous meetings.

2. Review of work progress.
  3. Field observations, problems, and decisions.
  4. Identification of problems which impede planned progress.
  5. Review of submittals schedule and status of submittals.
  6. Review of off-site fabrication and delivery schedules.
  7. Maintenance of progress schedule.
  8. Corrective measures to regain projected schedules.
  9. Planned progress during succeeding work period.
  10. Coordination of projected progress.
  11. Maintenance of quality and work standards.
  12. Effect of proposed changes on progress schedule and coordination.
  13. Other business relating to work.
  14. Review RFI's.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Public Works Director of the City, City, participants, and those affected by decisions made.

## **CONSTRUCTION PROGRESS SCHEDULE**

- A. At Pre-Construction meeting submit schedule.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 calendar days.
- C. Within 20 calendar days after review of preliminary schedule, submit draft of proposed complete schedule for review.

## **COORDINATION DRAWINGS**

- A. Provide information required by Project Coordinator for preparation of coordination drawings.
- B. Review drawings prior to submission to the Owner's Representative.

## **SUBMITTALS FOR REVIEW**

- A. When the following are specified in individual sections, submit them for compliance:
  1. Product data.
  2. Shop drawings.
  3. Samples for selection.
  4. Samples for verification.
- B. Submit to the Owner's Representative for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed only for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01780 - CLOSEOUT SUBMITTALS.

## **SUBMITTALS FOR INFORMATION**

- A. When the following are specified in individual sections, submit them for information:
  1. Design data.
  2. Certificates.
  3. Test reports.
  4. Inspection reports.
  5. Manufacturer's instructions.
  6. Manufacturer's field reports.
  7. Other types indicated.
  8. Mock-up's.
- B. Submit for the Owner's Representative knowledge. No action will be taken.

## **SUBMITTALS FOR PROJECT CLOSEOUT**

- A. When the following are specified in individual sections, submit them at project closeout:
  - 1. Project record documents.
  - 2. Operation and maintenance data.
  - 3. Warranties.
  - 4. Bonds.
  - 5. Other types as indicated.
  - 6. Training.
  - 7. Maintenance Schedules.
- B. Submit for City's benefit during and after project completion.

## **SUBMITTAL PROCEDURES**

- 1. Transmit each submittal by electronically, mail or in-person delivery. Electronic submittals are encouraged and preferred.
- 2. Sequentially number submittals. Revise submittals with original number and a sequential alphabetic suffix.
- 3. Identify project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- 4. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
- 5. Deliver submittals to the Owner's Representative at business address.
- 6. Schedule submittals to expedite the project, and coordinate submission of related items.
- 7. Submittal: Allow seven (7) calendar days excluding delivery time to and from the Contractor.
- 8. Provide space for Contractor and the Owner's Representative review stamps.
- 9. When revised for resubmission, identify all changes made since previous submission.
- 10. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- 11. Acceptance of submittal should be received prior to placement of work.
- 12. Submittals not requested will not be recognized or processed.

## **NUMBER OF COPIES OF SUBMITTALS**

- A. **Digital Submittals are preferred** but, if necessary, please use the requirements below for physical submittals.
- B. Documents for Review:
  - 1. Small Size Sheets, Not Larger than 8-1/2 x 11 inches: Submit the number of copies which the Contractor requires, plus two copies which will be retained by the Public Works Director of the City.
  - 2. Larger Sheets, Not Larger than 24 x 36 inches: Submit the number of bond reproductions which Contractor requires, plus two copies which will be retained by Public Works Director of the City.
- C. Documents for Information: Submit two copies.
- D. Documents for Project Closeout: Make one reproduction of submittal originally reviewed. Submit one extra of submittals for information.
- E. Samples: Submit the number specified in individual specification sections; one of which will be retained by Public Works Director of the City.
  - 1. After review, produce duplicates.
  - 2. Retained samples will not be returned to Contractor unless specifically so stated.

## **SUBMITTALS LIST**

- A. The following is a list of submittals that will be required to be submitted to the Owner's Representative for approval prior to installation and construction of the respective items. Refer to the Bid Item Description and the Technical Specification for each respective item's submittal requirements. Additional submittals may be requested at the Owner's Representatives discretion.

Prior to the Start of Construction

1. Written Notice of Construction (English and Spanish)
2. Construction Schedule (Section 01300)
3. Schedule of Values
4. Traffic Control Plan (Section 00420)
5. Traffic Striping, Pavement Markings, & Pavement Markers (Section 02763)
6. Slurry Seal Type II (Section 02786)

Prior to the End of the Project

1. As-Builts (Section 01780)
2. Certificate of Construction Completion

**END OF SECTION**

# **SECTION 01325 - CONSTRUCTION PROGRESS SCHEDULE**

## **PART 1 GENERAL:**

### **REFERENCES:**

- A. AGC (CPM) - The Use of CPM in Construction - A Manual for General Contractors and the Construction Industry; Associated General Contractors of America; 1976.
- B. M-H (CPM) - CPM in Construction Management - Project Management with CPM, O'Brien, McGraw-Hill Book Company; 1984.

### **SUBMITTALS:**

- A. At Pre-Construction Meeting submit preliminary schedule defining planned operations.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 calendar days.
- C. Within 20 calendar days after review of preliminary schedule, submit draft of proposed complete schedule for review.
  - 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
  - 2. Within 10 calendar days after joint review, submit complete schedule.
  - 3. Submit updated schedule with each Application for Payment.
  - 4. Submit the number of copies that Contractor requires, plus two copies which will be retained by Public Works Director of the City.

### **SCHEDULE FORMAT:**

- A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.
- B. Diagram Sheet Size: Maximum 11 x 17 inches (560 x 432 mm) or width required.
- C. Sheet Size: Multiples of 8-1/2 x 11 inches (216 x 280 mm).
- D. Scale and Spacing: To allow for notations and revisions.

## **PART 2 PRODUCTS - NOT USED**

## **PART 3 EXECUTION**

### **PRELIMINARY SCHEDULE:**

Prepare preliminary schedule in the form of a horizontal bar chart in an Excel or Word format.

### **CONTENT:**

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Identify each item by specification section number.
- C. Identify work of separate stages and other logically grouped activities.
- D. Provide sub-schedules for each stage of work identified in Section 01100.
- E. Identify Critical Activities.
- F. Include conferences and meetings in schedule.
- G. Show accumulated percentage of completion of each item, and total percentage of work completed, as of the first day of each month.
- H. Indicate delivery dates for equipment, products and materials.
- I. Coordinate content with schedule of values specified in Section 01200.
- J. Provide legend for symbols and abbreviations used.
- K. Identify days not worked; city holidays.

### **BAR CHARTS:**

- A. Include a separate bar for each major portion of work or operation.
- B. Identify the first work day of each week.

### **REVIEW AND EVALUATION OF SCHEDULE:**

- A. Participate in joint review and evaluation of schedule with the Owner's Representative at each submittal.
- B. Evaluate project status to determine work behind schedule and work ahead of schedule.
- C. After review, revise as necessary as result of review and resubmit with progress payment application.

### **UPDATING SCHEDULE:**

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Annotate diagrams to graphically depict current status of work.
- D. Identify activities modified since previous submittal, major changes in work, and other identifiable changes.
- E. Indicate changes required to maintain Date of Completion.
- F. Submit reports required to support recommended changes.
- G. Provide narrative report to define problem areas, anticipated delays, and impact on the schedule. Report corrective action taken or proposed Recovery Schedule if requested, and its effect including the effects of changes on schedules of separate contractors.

### **DISTRIBUTION OF SCHEDULE:**

- A. Distribute copies of updated schedules to Contractor's project site file, to Subcontractors, suppliers, the Owner's Representative, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

## **END OF SECTION**

# SECTION 01400 - QUALITY REQUIREMENTS

## PART 1 GENERAL

### SECTION INCLUDES

- A. Quality assurance submittals.
- B. Mock-ups.
- C. Control of installation.
- D. Tolerances.
- E. Testing and inspection services.
- F. Manufacturers' field services.

### RELATED SECTIONS

### REFERENCES

- A. ASTM C1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2008.
- B. ASTM C1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation; 2011c.
- C. ASTM C1093 - Standard Practice for Accreditation of Testing Agencies for Unit Masonry; 2011.
- D. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2012a.
- E. ASTM E329 - Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction; 2011c.
- F. ASTM E543 - Standard Practice for Agencies Performing Nondestructive Testing; 2009.
- G. ASTM E548 - Standard Guide for General Criteria used for Evaluating Laboratory Competence; 1994e1.

### REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from the Owner's Representative before proceeding.

### SUBMITTALS

- A. Design Data: Submit for the Owner's Representative knowledge as contract administrator or for the City, for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
    - 1. .
  - D. Certificates: When specified in individual specification sections submit certification by the manufacturer and Contractor or installation/application subcontractor to the Owner's Representative in quantities specified for Product Data.
    - 1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
    - 2. Certificates may be recent or previous test results on material or product, but must be acceptable to the Owner's Representative.
  - E. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for
-

delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the City's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

- F. Manufacturer's Field Reports: Submit reports for the Owner's Representative benefit as contract administrator or for the City.
  - 1. Submit report in duplicate within thirty (30) days of observation to the Owner's Representative for information.
- G. Erection Drawings: Submit drawings for the Owner's Representative benefit as contract administrator or for the City.

## **PART 2 PRODUCTS - NOT USED**

## **PART 3 EXECUTION**

### **CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step-in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from the Owner's Representative before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

### **MOCK-UPS**

- A. Tests will be performed under provisions identified in this section and identified in the respective product specification sections.
- B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- C. Accepted mock-ups shall be a comparison standard for the remaining work.
- D. Where mock-up has been accepted by the Owner's Representative and is specified in product specification sections to be removed, remove mock-up and clear area when directed to do so.

### **TOLERANCES**

- A. Monitor fabrication and installation tolerance control of products to produce acceptable work.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from the Owner's Representative before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

### **TESTING AND INSPECTION**

- A. See individual specification sections for testing required.
- B. Testing Agency Duties:
  - 1. Test of mixes submitted by Contractor.
  - 2. Provide qualified personnel at site. Cooperate with the Owner's Representative and Contractor in performance of services.
  - 3. Perform specified sampling and testing of products in accordance with specified standards.
- C. Contractor Responsibilities:
  - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used which require testing, along with proposed mix designs.
- D. Re-testing required because of non-conformance to specified requirements shall be performed by the same

agency on instructions by the Owner's Representative. Payment for re testing will be charged to the Contractor.

### **DEFECT ASSESSMENT**

Replace work or portions of the work not conforming to specified requirements.

### **END OF SECTION**

## **SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS**

### **PART 1 GENERAL**

#### **SECTION INCLUDES**

- A. Temporary utilities.
- B. Temporary sanitary facilities.
- C. Temporary Controls: Barriers, enclosures, and fencing.
- D. Security requirements.
- E. Vehicular access and parking.
- F. Waste removal facilities and services.

#### **RELATED SECTIONS**

N/A.

#### **TEMPORARY UTILITIES**

- A. Provide and pay for all electrical power, lighting, and water required for construction purposes.
- B. Existing facilities may not be used.
- C. New permanent facilities may be used.
- D. Use trigger-operated nozzles for water hoses, to avoid waste of water.

#### **TEMPORARY SANITARY FACILITIES**

Provide and maintain required temporary sanitary facilities and enclosures. Provide at time of project mobilization.

#### **BARRIERS**

- A. Provide barriers to prevent unauthorized entry to construction areas, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Provide protection for plants designated to remain. Replace damaged plants.
- D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.
- E. Existing businesses will remain open, public must have access to all businesses at all times.

#### **SECURITY**

- A. Provide security and facilities to protect work, and City's operations from unauthorized entry, vandalism, or theft.
- B. Coordinate with City's security program.

#### **VEHICULAR ACCESS AND PARKING**

- A. Coordinate access and haul routes with governing authorities and City.
- B. Provide and maintain access to fire hydrants free of obstructions.
- C. Provide means of removing mud from vehicle wheels before entering streets.
- D. Designated existing on-site roads may be used for construction traffic.
- E. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

#### **WASTE REMOVAL**

- A. See Section 01732 - Waste Management, for additional requirements.
- B. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- C. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

## **REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS**

- A. Remove temporary utilities, equipment, facilities, and materials prior to Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet; Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition.
- E. Restore new permanent facilities used during construction to specified condition.

## **DUST CONTROL**

- A. Maintain dust control about the site of the work, including any haul road to or from the site, by whatever means are necessary, such as watering, sweeping or oiling, so as to cause the least possible dust nuisance to the public.
- B. Any dust control measure ordered by the City Engineer shall be promptly and immediately carried out.
- C. Water may be taken from a City approved source.
  - a. If taken from the City water system, the contractor shall submit a water meter application in person at the city Administration Office, 155 W. Durian St., CA 93210.
- D. Contractor shall pay all costs for a satisfactory water supply.
- E. The Contractor shall submit a Dust Control Plan to the City Engineer when such a plan is required by the regulations of the San Joaquin Valley Air Pollution Control District or the Contract Specifications.
- F. If the Contractor fails to provide dust control measures so ordered by the City Engineer within two hours after being notified, the Contractor shall pay to the City a penalty of fifty dollars (\$50.00) for each half hour, or portion thereof, that elapses from the time the penalty is ordered into effect by the City Engineer, until dust control measures ordered by the City Engineer are completely carried out and the dust nuisance mitigated.
  - a. Such penalty shall be deducted from any monies owed the Contractor or invoiced the Contractor.
- G. Where no bid item is provided for Dust Control, the cost thereof shall be included in the various bid items of work; no separate payment will be made therefor.

## **PART 2 PRODUCTS - NOT USED**

## **PART 3 EXECUTION - NOT USED**

## **END OF SECTION**

## **SECTION 01510 - TEMPORARY UTILITIES**

### **PART 1 GENERAL**

#### **TEMPORARY ELECTRICITY:**

- A. Cost by Contractor.
- B. Connect to City existing power service.
  - 1. Do not disrupt City's service.
  - 2. Exercise measures to conserve energy.
  - 3. Provide separate metering and reimburse City for cost of energy used.
- C. Provide temporary electric feeder from existing building electrical service at location as directed.
- D. Provide main service disconnect and over-current protection at convenient location and meter.
- E. Permanent convenience receptacles may be utilized during construction.

#### **TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES:**

- A. Provide and maintain incandescent lighting for construction operations to achieve a minimum lighting level of 2 watt/sq. ft. (21 watt/sq. m).
- B. Provide and maintain 1 watt/sq. ft. (10.8 watt/sq. m) lighting to exterior staging and storage areas after dark for security purposes.
- C. Maintain lighting and provide routine repairs.
- D. Permanent building lighting may be utilized during construction.

#### **TEMPORARY WATER SERVICE:**

- A. Cost of Water Used: By Contractor.
- B. Provide and maintain suitable quality water service for construction operations at time of project mobilization.
- C. Connect to existing water source.
  - 1. Exercise measures to conserve water.
  - 2. Provide separate metering and reimburse City for cost of water used. An Application must be filed in person, at the City Administration Office, 155 W. Durian St., Coalinga, CA 93210.
- D. Extend branch piping with outlets located so water is available by hoses with threaded connections. Provide temporary pipe insulation to prevent freezing.

### **PART 2 PRODUCTS - NOT USED**

### **PART 3 EXECUTION - NOT USED**

### **END OF SECTION**

## **SECTION 01550 - VEHICULAR ACCESS AND PARKING**

### **PART 1 GENERAL**

#### **SECTION INCLUDES**

- A. Access roads.
- B. Parking.
- C. Existing pavements and parking areas.
- D. Permanent pavements and parking facilities.
- E. Construction parking controls.
- F. Flag persons.
- G. Flares and lights.
- H. Haul routes.
- I. Traffic signs and signals.
- J. Maintenance.
- K. Removal, repair.
- L. Mud from site vehicles.
- M. Traffic Plan approved by the City and the State of California Department of Transportation.

#### **RELATED SECTIONS**

- A. Section 01100 - Summary: access to site, work sequence, and occupancy.
- B. Section 02310 - Grading: Specifications for earthwork and paving bases.

### **PART 2 PRODUCTS**

#### **MATERIALS**

- A. Temporary Construction: Contractor's option.
- B. Materials for Permanent Construction: As specified in product specification sections, including earthwork, paving base, and topping.

#### **SIGNS, SIGNALS, AND DEVICES**

- A. Post Mounted and Wall Mounted Traffic Control and Informational Signs: Specified in Section 01580.
- B. Traffic Control Signals: As approved by local jurisdictions.
- C. Traffic Cones and Drums, Flares and Lights: As approved by local jurisdictions.
- D. Flag Person Equipment: As required by local jurisdictions.

### **PART 3 EXECUTION**

#### **PREPARATION**

Clear areas; provide surface drainage of road, parking, premises, and adjacent areas.

#### **ACCESS ROADS**

- A. Designated existing on-site roads may be used for construction traffic.
- B. Tracked vehicles not allowed on paved areas.
- C. Construct new temporary all-weather access roads from public thoroughfares to serve construction area of a width and load bearing capacity to provide unimpeded traffic for construction purposes.
- D. Construct temporary bridges and culverts to span low areas and allow unimpeded drainage.
- E. Extend and relocate as work progress requires, provide detours as necessary for unimpeded traffic flow.
- F. Locate as indicated.
- G. Provide unimpeded access for emergency vehicles. Maintain 20-foot (6 m) width driveways with turning space between and around combustible materials.

- H. Provide and maintain access to fire hydrants free of obstructions.

## **PARKING**

- A. Use of existing & new parking facilities by construction personnel is not permitted.
- B. Do not allow heavy vehicles or construction equipment in parking areas.
- C. Arrange for temporary parking areas to accommodate use of construction personnel. Provide additional off-site parking if needed.
- D. Locate as indicated.

## **NEW PERMANENT PAVEMENTS**

- A. Prior to Substantial Completion the base for permanent roads and parking areas may be used for construction traffic.
- B. Avoid traffic loading beyond paving design capacity. Tracked vehicles not allowed.

## **CONSTRUCTION PARKING CONTROL**

- A. Control vehicular parking to prevent interference with public traffic and parking access by emergency vehicles and Owner's operations.
- B. Prevent parking on or adjacent to access roads or in non-designated areas.

## **FLAG PERSONS**

Provide trained and equipped flag persons to regulate traffic when construction operations as required.

## **FLARES AND LIGHTS**

Use flares and lights as required.

## **HAUL ROUTES**

- A. Consult with authority having jurisdiction to establish public thoroughfares to be used for haul routes and site access.
- B. Confine construction traffic to designated haul routes.
- C. Provide traffic control at critical areas of haul routes and minimize interference with public traffic.

## **TRAFFIC SIGNS AND SIGNALS**

- A. Install traffic signs at approaches to site, on site, crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
- B. Install and operate traffic control signals to direct and maintain orderly flow of traffic in areas affected by Contractor's operations.
- C. Maintain effective traffic control.

## **MAINTENANCE**

- A. Maintain traffic and parking areas.
- B. Maintain existing paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.

## **REMOVAL AND REPAIR**

- A. Remove temporary roads at project completion or when determined acceptable by the Owner's Representative.
- B. Remove underground work and compacted materials to a depth of 2 feet (600 mm); fill and grade site as specified.
- C. Repair existing facilities damaged by use to original condition.
- D. Remove equipment and devices when no longer required.
- E. Repair damage caused by installation.

F. Remove post settings to a depth of 2 feet.

### **MUD FROM SITE VEHICLES**

Provide means of removing mud from vehicle wheels before entering streets.

**END OF SECTION**

## **SECTION 01565 - SECURITY MEASURES**

### **SECURITY PROGRAM:**

- A. Protect work and the City's operations from theft and vandalism.
- B. Initiate program at project mobilization and maintain program throughout construction period until City's occupancy.

### **ENTRY CONTROL:**

- A. Restrict entrance of persons and vehicles into project site and existing facilities.
- B. Allow entrance only to authorized persons with proper identification.

### **VANDALISM:**

- A. Contractor is responsible to protect his work from vandalism until City accepts said improvements at time of "Notice of Completion" submittal.
  - 1. Work damaged by vandalism prior to owner acceptance shall be replaced or repaired at no cost to the City.

## **END OF SECTION**

# SECTION 01575 - TEMPORARY EROSION AND SEDIMENTATION CONTROL

## PART 1 GENERAL

### PERFORMANCE REQUIREMENTS

- A. Conform to the National Pollutant Discharge Elimination System (NPDES) permit provisions to prevent storm water pollution.
- B. Follow a Best Management Practices Plan and submit periodic inspection reports.
- C. Timing: Put preventative measures in place as soon as possible after disturbance of surface cover and before precipitation occurs.
- D. Storm Water Runoff: Control increased storm water runoff due to disturbance of surface cover due to construction activities for this project.
  - 1. Prevent runoff into storm and sanitary sewer systems, including open drainage channels in excess of actual capacity or amount allowed by authorities having jurisdiction or whichever is less.
  - 2. Anticipate runoff volume due to the most extreme short term and 24-hour rainfall events that might occur in 10 years.
- E. Erosion On Site: Minimize wind, water, and vehicular erosion of soil on project site due to construction activities for this project.
  - 1. Control movement of sediment and soil from temporary stockpiles of soil.
  - 2. Prevent development of ruts due to equipment and vehicular traffic.
  - 3. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to the City.
- F. Erosion Off Site: Prevent erosion of soil and deposition of sediment on other properties caused by water leaving the project site due to construction activities for this project.
  - 1. Prevent windblown soil from leaving the project site.
  - 2. Prevent tracking of mud onto public roads outside site.
  - 3. Prevent mud and sediment from flowing onto sidewalks and pavements.
  - 4. If erosion occurs due to non-compliance with these requirements restore eroded areas at no cost to City.
- G. Open Water: Prevent standing water.
- H. Maintenance: Maintain temporary preventative measures until permanent measures have been established.

### SUBMITTALS

- A. See Section 01300 - Administrative Requirements for submittal procedures.
- B. Schedule of temporary preventive measures, in relation to ground disturbing activities.
- C. Other information required by law.
- D. Format required by law is acceptable provided any additional information specified is also included.
  - 1. Obtain the approval of the Plan by authorities having jurisdiction.
  - 2. Obtain the approval of the Plan by City.

## PART 2 PRODUCTS

### MATERIALS

- A. As needed.
  - 1. Products must conform to the State of California Department of Transportation "Construction Site Best Management Practices (BMPs) Manual," most recent edition.

## PART 3 EXECUTION

### EXAMINATION

Examine site and identify existing features that contribute to erosion resistance; maintain such existing features to greatest extent possible.

## **PREPARATION**

Schedule work so that soil surfaces are left exposed for the minimum amount of time.

## **MAINTENANCE**

- A. Inspect preventative measures according to The State of California Department of Transportation "Construction Site Best Management Practices (BMPs) Manual," most recent edition.
- B. Repair deficiencies immediately.

## **CLEAN UP**

- A. Remove temporary measures after permanent measures have been installed, unless permitted to remain by the Owner's Representative.
- B. Where removal of temporary measures would leave exposed soil, shape surface to an acceptable grade and finish to match adjacent ground surfaces.

## **END OF SECTION**

## **SECTION 01600 - PRODUCT REQUIREMENTS**

### **PART 1 GENERAL**

#### **SUBMITTALS**

Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this project.

### **PART 2 PRODUCTS**

#### **PRODUCT OPTIONS**

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

### **PART 3 EXECUTION**

#### **SUBSTITUTION PROCEDURES**

- A. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- C. A request for substitution constitutes a representation that the submitter:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
  - 2. Will provide the same warranty for the substitution for the specified product.
  - 3. Will coordinate installation to be complete with no additional cost to City.
  - 4. Waives claims for additional costs or time extension.
- D. Substitution Submittal Procedure:
  - 1. Submit two copies of request for substitution for consideration. Limit each request to one proposed substitution.
  - 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
  - 3. The Owner's Representative will notify Contractor in writing of decision to accept or reject request.

#### **TRANSPORTATION AND HANDLING**

- A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- B. Transport and handle products in accordance with manufacturer's instructions.
- C. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- D. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

#### **STORAGE AND PROTECTION**

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule.
- B. Store and protect products in accordance with manufacturers' instructions.

C. Store with seals and labels intact and legible.

**END OF SECTION**

## **SECTION 01700 - EXECUTION REQUIREMENTS**

### **PART 1 GENERAL**

#### **SUBMITTALS**

- A. See Section 01300 - Administrative Requirements for submittal procedures.
- B. Survey work: Provided by Contractor.

#### **PROJECT CONDITIONS**

- A. Grade site to drain, maintain excavations free of water, provide, operate and maintain pumping equipment.
- B. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere.
- C. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage.
- D. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
- E. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.

#### **COORDINATION**

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate completion and clean-up of work of separate sections.
- E. After City occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of City's activities.

### **PART 2 PRODUCTS - NOT USED**

### **PART 3 EXECUTION**

#### **EXAMINATION**

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication.
- E. Verify utility service availability.

#### **LAYING OUT THE WORK (By Contractor)**

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify the Owner's Representative of any discrepancies discovered.
- C. Contractor shall locate and protect survey control and reference points.
- D. Control datum for survey as established by City provided survey.
- E. Promptly report to the Owner's Representative the loss or destruction of any reference point or relocation.

#### **GENERAL INSTALLATION REQUIREMENTS**

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and
-

recommendations.

- B. Make vertical elements plumb and horizontal elements level unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces with seamless transitions, unless otherwise indicated.

### **PROGRESS CLEANING**

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition daily and dispose off-site; do not burn or bury.
- B. Dust control shall conform to the provisions in Section 10, "Traffic and Dust Control", of the Standard Specifications.
- C. All excess and loose asphalt concrete aggregate shall be removed from driveways, gutters, lawns, and other areas that may be designated by the Owner's Representative.

### **PROTECTION OF INSTALLED WORK**

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- F. Contractor shall protect installed work from damage or vandalism. Vandalized sidewalk and other concrete installations, or other improvements will not be accepted by the Owner's Representative. Corrective work to be paid by Contractor.

### **FINAL CLEANING**

- A. Execute final cleaning prior to final project assessment.
- B. Use cleaning materials that are nonhazardous.
- C. Remove waste, surplus materials, trash/rubbish, and temporary facilities from the site; dispose of in a legal manner; do not burn or bury.

### **CLOSEOUT PROCEDURES**

- A. Make submittals that are required by governing or other authorities.
  - 1. Provide copies to the Owner's Representative.
  - 2. Provide copies to City.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in Contractor's Notice of Substantial Completion.
- C. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for the Owner's Representative review.
- D. Correct items of work listed in executed Certificates of Substantial Completion and comply with requirements for access to City-occupied areas.
- E. Notify the Owner's Representative when work is considered substantially complete.

### **END OF SECTION**

## **SECTION 01732 - WASTE MANAGEMENT**

### **PART 1 GENERAL**

#### **WASTE MANAGEMENT REQUIREMENTS**

- A. City requires that this project, employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- B. Reuse, salvage, or recycle as much waste as economically feasible.
- C. Methods of trash/waste disposal that are not acceptable are:
  - 1. Burning on the project site.
  - 2. Burying on the project site.
  - 3. Dumping or burying on other property, public or private.
  - 4. Other illegal dumping or burying.
- D. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, State and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

#### **DEFINITIONS**

- A. Construction and Demolition Waste: Solid wastes including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- B. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- C. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- D. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- E. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- F. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- G. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- H. Return: To give back reusable items or unused products to vendors for credit.
- I. Reuse: To reuse a construction waste material in some manner on the project site.
- J. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- K. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- L. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- M. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- N. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- O. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

### **PART 2 PRODUCTS - NOT USED**

### **PART 3 EXECUTION**

#### **WASTE MANAGEMENT PROCEDURES**

- A. See Section 01300 - Administrative Requirements for additional requirements for project meetings, reports, submittal procedures, and project documentation.

- B. See Section 01500 - Temporary Facilities and Controls for additional requirements related to trash/waste collection and removal facilities and services.
- C. See Section 01600 - Product Requirements for waste prevention requirements related to delivery, storage and handling.

## **WASTE MANAGEMENT PLAN IMPLEMENTATION**

- A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.
- B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, City, and the Owner's Representative.
- C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- D. Meetings: Discuss trash/waste management goals and issues at project meetings.
  - 1. Pre-construction meeting.
  - 2. Regular job-site meetings.
- E. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
  - 1. As a minimum, provide:
    - i. Separate area for storage of materials to be reused on-site, such as wood cut-offs for blocking.
    - ii. Separate dumpsters for each category of recyclable.
    - iii. Recycling bins at worker lunch area.
    - iv. The Contractor must submit receipts and weigh tickets for all recycled, salvage and disposed material prior to Final Inspection.
    - v. All material removed under this contract shall become the property of the Contractor and be promptly removed from the site. Do not store or permit debris to accumulate on the site. Remove from the site all debris, rubbish, and other materials resulting from demolition operations and dispose of same legally. Burning of removed materials from structures will not be permitted on site.
- F. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
- G. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- H. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.
- I. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

## **END OF SECTION**

## **SECTION 01780 - CLOSEOUT SUBMITTALS**

### **PART 1 GENERAL**

#### **SUBMITTALS:**

- A. Project Record Documents: Submit documents to the Owner's Representative with claim for final Application for Payment.
- B. Warranties and Bonds.
- C. For equipment or component parts of equipment put into service during construction with the City's permission, submit documents within ten days after acceptance.
- D. AS-BUILTS: Submit to the Owner's Representative one (1) copy of the approved set of construction plans revised to reflect all field revisions and marked "AS-BUILT" for review and approval. Upon approval of the AS-BUILTS by the Owner's Representative provide two (2) copies of the AS-BUILTS to the Owner's Representative.

### **PART 2 PRODUCTS - NOT USED**

### **PART 3 EXECUTION**

#### **PROJECT RECORD DOCUMENTS**

- A. Maintain on site one set of the following record documents; record actual revisions to the work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
- B. Ensure entries are complete and accurate enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
- E. Measured horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements.
- F. Field changes of dimension and detail.
- G. Details not on original Contract drawings.

#### **WARRANTIES AND BONDS**

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item of work. Except for items put into use with City's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Include certificates, start-up dates, maintenance schedules, owner's manual, and Product Data as required by specified sections.

### **END OF SECTION**

## **DIVISION 2 – SITE CONSTRUCTION**

### **SECTION 02200 - SITE PREPARATION**

#### **PART 1 GENERAL**

##### **PROJECT CONDITIONS**

- A. Prior to start of work, the Contractor shall provide a written Notice (English and Spanish) to each dwelling or business within Project Limits which informs them of proposed scope and duration of construction activities.
- B. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers or other pollution.
- C. Comply with other requirements specified in Section 01700.
- D. The Contractor shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property.
- E. The Contractor shall repair or replace all existing improvements within the parcel which are not designated for removal (curbs, sidewalks, driveways, fences, walls, signs, utility installations, pavement, structures, etc.) which are damaged or removed as a result of its operations. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.
- F. The Contractor shall assume full responsibility for any damage to pipes, conduits, poles, or any other structures or utilities. He shall not make any claim for inconvenience, delay or added cost of performing the work which may be attributed in any degree to inaccuracy of information provided by the City relative to the locations, sizes, dimensions, depths, and character of any pipes, conduits, poles, or other structures and utilities of for failure of the City to furnish any information thereto.
- G. The Contractor's operations shall cause no unnecessary inconvenience. The access rights of the public shall be considered at all times. Safe and adequate pedestrian and vehicular access shall be provided and maintained to: fire hydrants, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, hospitals, police, fire stations, and establishments of a similar nature.
- H. The Contractor shall cooperate with the various parties involved in the delivery of mail and the collection and removal of trash and garbage to maintain existing schedules for these services.

##### **SUBMITTALS**

- A. Written Notice (English and Spanish) to Resident/Businesses

#### **PART 2 PRODUCTS – NOT USED**

#### **PART 3 EXECUTION**

##### **EXISTING UTILITIES**

- A. Coordinate work with utility companies; notify utility companies before starting work and comply with their requirements and obtain required permits. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 5 days prior written notification to City.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Locate and mark utilities to remain; mark using highly visible tags or flags with identification of utility type; protect from damage.
- E. Unused underground piping may be abandoned in place provided it is completely drained and capped. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.
- F. Abandon structures where noted in accordance with the Standard Details.

##### **VEGETATION**

- A. In areas where vegetation must be removed, remove vegetation with minimum disturbance of the subsoil.
-

- B. Vegetation Removed: Do not burn, bury, landfill, or leave on site.
  - 1. Chip, grind, crush, or shred vegetation for mulching, composting or other purposes; preference should be given to on-site uses.
  - 2. Trees: Sell if marketable; if not, treat as specified for other vegetation removed; remove stumps and roots to depth of 24 inches.
  - 3. Sod: re-use on site if possible; otherwise sell if marketable, and if not, treat as specified for other vegetation removed.
- C. Restoration: if vegetation outside removal limits or within specified protective fences is damaged or destroyed due to subsequent construction operations replace at no cost to City.

## **EXISTING BUILT ELEMENTS**

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
  - 1. Use Physical barriers to prevent access to areas that could be hazardous to workers and the public.
  - 2. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
  - 3. Do not close or obstruct roadways or sidewalks without permit.
  - 4. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time and protect persons using entrances and exits from removal operations.
  - 5. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- B. Protect existing structures and other elements that are not to be removed.
- C. If hazardous materials are discovered during removal operations stop work and notify the Owner's Representative, Hazardous materials include regulated asbestos containing materials, lead, PCB's and mercury.
- D. Perform demolition in a manner that maximizes salvage and recycling of materials.
  - 1. Dismantle existing construction and separate materials.
  - 2. Set aside reusable, recyclable, and salvageable materials. Store and deliver to collection point or point of reuse.
- E. Partial Removal of Paving and Curbs: Neatly sawcut at right angle to surface.

## **DEBRIS**

Remove debris, junk, and trash from site daily.

## **WASTE REMOVAL**

- A. Remove from site all materials not to be reused on site, do not burn or bury.
- B. Leave site in clean condition ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

## **END OF SECTION**

## **SECTION 02230 - SITE CLEARING**

### **PART 1 GENERAL**

#### **RELATED SECTIONS**

State Standards – Section 16: Clearing and Grubbing.

#### **PROJECT CONDITIONS**

- A. Conform to applicable regulations relating to environmental requirements and disposal of debris.
- B. Coordinate clearing work with utility companies.
- C. Protect utilities to remain from damage.
- D. Protect trees, plants, and other features designated to remain as final landscaping.
- E. Protect benchmarks, survey control points, and existing structures from damage or displacement.

#### **SUBMITTALS**

- A. See Section 01300 - Administrative Requirements for submittal procedures.
- B. Materials Sources: Submit name of imported materials source.
- C. Product Data: Submit manufacturers' data on manufactured products.
- D. Copy of MSDS for the proposed product

### **PART 2 PRODUCTS**

#### **WEED CONTROL**

- A. Methods and chemicals shall be suitable with regard to season and shall control weeds and shall be approved by all governing agencies.

### **PART 3 EXECUTION**

#### **PREPARATION**

- A. Locate and identify utilities to remain.
- B. Verify that existing plants designated to remain are tagged or identified.
- C. All surface materials which, in the opinion of the Owner's Representative, are suitable for reuse in restoring the surface shall be kept from the general excavation material.
- D. The Contractor shall be responsible for furnishing the Owner's Representative with original weight tickets for all material which is to be paid for by the ton and which has been delivered/removed to/from the project site. Said record shall become the basis of payment for the materials itemized therein. All scales used for proportioning materials shall be inspected for accuracy and certified within the past twelve (12) months by the State of California Bureau of Weights and Measures, or by a scale mechanic registered with or licensed by the County

#### **CLEARING**

- A. Clear areas required for access to site and execution of work.
- B. Remove trees, shrubs and stumps indicated.
- C. Remove roots to a depth of 24 inches.
- D. Clear undergrowth and deadwood without disturbing subsoil.

#### **WEED CONTROL**

- A. Methods and chemicals shall be suitable with regard to season and shall control weeds and shall be approved by all governing agencies.

- B. Treatment shall not damage or impede growth of existing trees, shrubs, and ground covers specified to remain.
- C. Applicator shall be a licensed as required by all governing agencies.
- D. Contractor shall obtain required permits from County Agricultural Commissioner. Weed control treatment shall be in accordance with Federal, State of California, County and local codes and regulations, and shall be safe, not cause a health hazard, nor disrupt or inconvenience continuing business operations of the Owner and neighbors, public street, parking lot and sidewalk use or construction activities.
- E. Method of treatment shall be strictly in accordance with manufacturer's recommendations.
- F. Only apply when there is no wind.
- G. Method of application and chemicals to be reviewed and approved by the Owners representative.
- H. Contractor shall ascertain and ensure that all areas not slated to be paved are weed-free prior to placement of aggregate base.

## **REMOVAL**

Remove debris from site daily.

## **END OF SECTION**

# **SECTION 02763 - TRAFFIC STRIPING, PAVEMENT MARKINGS, AND PAVEMENT MARKERS**

## **PART 1 GENERAL**

### **SUBMITTALS:**

- A. Product Data: Submit manufacturer's literature describing products and installation procedures.
- B. Certificates of compliance for each batch of material and each type of pavement marker used.
- C. METS notification letter stating that the material is authorized for use for each batch of material.
- D. MSDS for each batch of material.
- E. See Section 01300 - Administrative Requirements, for submittal procedures.

### **QUALITY CONTROL AND ASSURANCE:**

- A. Within 14 days of applying a traffic stripe or a pavement marking, the retro reflectivity of the traffic stripe or the pavement marking must be a minimum of 250 millicandelas per square meter per lux for white and 150 millicandelas per square meter per lux for yellow.
- B. Retro-reflectivity of the thermoplastic traffic stripes and pavement markings shall conform to the requirements in ASTM D6359-99.
- C. Test the retroreflectivity under ASTM E1710.
- D. Pavement markers must be on the Authorized Material List for signing and delineation materials.

## **PART 2 PRODUCTS**

### **MATERIALS:**

- A. Thermoplastic traffic stripes and pavement markings shall conform to the provisions in Section 84-2, "Thermoplastic Traffic Stripes and Pavement Markings", of the State Standards.
  - 1. Thermoplastic material shall be free of lead and chromium, and shall conform to the requirements of State Standards PTH-02SPRAY, PTH-02HYDRO, or PTH-02ALKYD.
  - 2. Primer must comply with the thermoplastic manufacturer's recommendations. Do not thin the primer.
- B. Paint for traffic stripes and pavement markings shall conform to the provisions in Section 84-3, "Painted Traffic Stripes and Pavement Markings", of the State Standards.
  - 1. The color of the painted traffic stripes and pavement markings must comply with ASTM D6628.
  - 2. Do not thin the paint.
- C. Raised pavement markers shall conform to the provisions in Section 85, "Pavement Markers", of the State Standards.
  - 1. Non-reflective pavement markers shall be ceramic in conformance to Section 85-1.02B(3), "Non-reflective Pavement Markers (ceramic)," of the State Standards. Plastic non-reflective markers shall not be allowed.
  - 2. Reflective pavement markers shall be in conformance to Section 85-1.02C, "Retro-reflective Pavement Markers," of the State Standards. Reflective markers shall be glass-faced abrasion resistant markers.
  - 3. A blue reflective marker shall be furnished and installed at each fire hydrant location.

## **PART 3 EXECUTION**

### **REMOVAL OF EXISTING TRAFFIC STRIPES AND PAVEMENT MARKINGS:**

- A. All existing crosswalks, arrows, lettering and striping within the project area shall be removed by the Contractor, prior to installing new pavement striping and markings
- B. Removal shall be done by grinding or another approved method which will cause the least possible damage to the pavement.

1. Alternate methods of removal require prior approval of the Owner's Representative.
- C. All residue including dust shall be removed immediately after grinding has occurred.
- D. Raised markers shall be removed by an approved method which will result in the least possible damage to the pavement.
  1. Where raised pavement markers are to remain, the Contractor shall take special care to protect existing reflective pavement markers and shall, at his expense, replace all coated markers.

### **PREPARATION:**

- A. Preparation of surfaces and application of traffic stripe and pavement marking material shall conform to all requirements of Subsection 84-1.03D, "Surface Preparation," of the State Standards.

### **APPLICATION:**

- A. Traffic stripes and pavement markings shall be applied in conformance to Section 84-1.03E, "Application of Stripes and Markings," of the State Standards.
  1. Thermoplastic traffic stripes and pavement markings shall be applied in conformance to Section 84-2.03 of the State Standards.
  2. Painted traffic stripes and pavement markings shall be applied in conformance to Section 84-3.03 of the State Standards.
    - i. Application equipment shall conform to Section 84-3.02C of the State Standards.
- B. Pavement markers shall be applied in conformance to Section 85-1.03 of the State Standards.

### **TOLERANCES:**

- A. A completed stripe must have clean, well-defined edges without running or deformation, be uniform, and be straight on a tangent alignment and on a true arc on a curved alignment.
- B. The width of a completed traffic stripe must not deviate from the width shown by more than 1/4 inch on a tangent alignment and 1/2 inch on a curved alignment.
- C. The length of the gaps and individual stripes that form a broken traffic stripe must not deviate by more than 2 inches from the lengths shown and be uniform throughout the entire length of each broken traffic stripe so that a normal striping machine will be able to repeat the pattern and superimpose successive coats on the applied traffic stripe.
- D. A completed pavement marking must comply with the dimensions shown and have well-defined edges without running or deformation.
- E. A completed thermoplastic traffic stripe or thermoplastic pavement marking must be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

### **FIELD QUALITY CONTROL:**

- A. See Section 01400 - Quality Requirements, for general requirements for field inspection and testing.
- B. If tests indicate work does not meet specified requirements, remove work, replace and retest.

## **END OF SECTION**

## **SECTION 02786 – SLURRY TYPE II SEAL**

### **PART 1 GENERAL**

#### **SUMMARY**

- A. The work to be performed in connection with Slurry Seal involved in the various other items of work shall be in accordance with Section 37-3 "Slurry Seals and Microsurfacing" of the Caltrans Standard Specifications and as modified by these Technical Specifications herein.
- B. The work shall consist of mixing asphaltic emulsion, mineral aggregate, mineral filler, set-control additives, water, and specified additives, and spreading the mixture on the existing surfacing or pavement where shown on the plans, as specified in these Technical Requirements, and as directed by the Engineer.

#### **SCHEDULE**

- A. The placing of slurry seal shall be scheduled in a manner to ensure proper curing, to permit opening of the slurried surface to vehicular traffic no later than 3:30 p.m. on the same day the surface has been slurried.

#### **EXPERIENCE:**

- A. The Contractor shall be experienced with slurry seal.
- B. Within two (2) working days after publicly opening the sealed proposals by the City, the apparent lowest bidder shall submit to the Engineer a list of at least three (3) slurry seal projects successfully completed in recent years.
  - 1. The project list shall show the name of the project, name of owner, address, telephone number of an appropriate party to contact, year and project square footage in each case.

#### **SUBMITTALS:**

- A. Slurry Seal Mix Design
- B. Truck Calibrations
- C. Slurry Seal Certificate of Compliance

### **PART 2 PRODUCTS**

#### **MATERIALS**

##### **LATEX EMULSIFIED ASPHALT:**

- A. Latex emulsified asphalt shall be a quickset PMCQS1h type, shall be homogeneous co-milled and show no separation after thorough mixing. The latex asphalt emulsion shall conform to the following requirements:

##### **TEST ON EMULSION:**

<b>QUALITY CHARACTERISTIC</b>	<b>METHOD OF TEST</b>	<b>REQUIREMENT</b>
Sieve Test @ 77°F, % Max.	ASTM D244	0.30
Viscosity, SSF, @77°F, sec	ASTM D244	15 - 100
Residue by Evaporation %, Min.	California Test 331	60

##### **TEST ON RESIDUE BY EVAPORATION:**

<b>QUALITY CHARACTERISTIC</b>	<b>METHOD OF TEST</b>	<b>REQUIREMENT</b>
Penetration, 77°F, 100g, 5s	ASTM D5	40-80
Softening Point (Ring & Ball), °F Min.	ASTM D36	130

Ductility, 75° F, 5CM/Min, Minimum	ASTM D113	25
Torsional Recovery, % Min.	California Test 332	20

**WATER:**

- A. Water shall be of such quality that the asphalt will not separate from the emulsion before the slurry seal is in place in the work. Water shall be potable and free from harmful soluble salts.

**MINERAL FILLER:**

1. Portland cement used as mineral filler shall be any combination of Type I, Type II, or Type III cement.

**AGGREGATE:**

- A. Aggregate shall consist of sound, durable crushed stone or crushed gravel and approved mineral filler. Aggregates shall be Type II, 100% crushed with co-rounded particles, volcanic in origin and grey or black in color as supplied by Graniterock – Wilson Quarry – Type II Slurry Aggregate, Coarse (288) Aromas, CA, or equal. The material shall be free from vegetable matter and other deleterious substances. All aggregate shall be free of cake lumps and oversized particles
- B. The aggregate, prior to the addition of emulsion, shall conform to the requirements of this section. Conformance with the grading requirements will be determined by California Test 202, modified by California Test 105 when there is a difference in specific gravity of 0.2 or more between blends of different aggregates.
- C. The percentage composition by weight of the aggregate shall conform to one of the following gradings:

Sieve Size	Type II
3/8"	100
No. 4	94-100
No. 8	65-90
No. 16	40-70
No. 30	25-50
No. 50	18-30
No. 100	10-21
No. 200	5-15

- D. No single aggregate grading test shall represent more than 500 tons or one day's production, whichever is smaller.
- E. The aggregate shall conform to the following additional quality requirements:

Tests	California Test	Requirements
Sand Equivalent	217	Type II 55 Min.
Durability Index	229	55 Min.

- F. Type II aggregate shall be used for Type II Slurry Seal.

**G. PROPORTIONING:**

1. Asphaltic emulsion shall be added at the rate of one of the following percentages of the weight of the dry aggregate:

**Type II      12 to 18**

2. The exact rate to be determined by a job mix design submitted by the Contractor for approval by the Engineer

**MIX DESIGN:**

- A. At the pre-construction meeting, the Contractor shall submit a signed original laboratory report of a mix design covering the specific materials to be used on the project. This mix design shall have been performed by a laboratory capable of performing the following International Slurry Seal Association (ISSA) tests:

Quality Characteristic	Test Method	Specification
Slurry Seal Consistency (max, mm)	ISSA T106	30
Wet Stripping Test	ISSA T114	Pass
Compatibility	ISSA T 115	Pass*
Cohesion Test**, within 1 hour (min, kg-mm)	ISSA T139	200
Wet Track Abrasion (max, g/sq m)	ISSA T100	810

\*Mixing test must pass at the maximum expected air temperature

\*\*Using project aggregate, emulsion, set-control agents

- B. The laboratory report shall show the results of the test on individual materials, comparing their values to those required by these special provisions. The report must clearly show the proportions of aggregate, mineral filler (minimum and maximum), water (minimum and maximum), additive(s) usage and asphalt based on the dry aggregate weights. The emulsion content to be used shall be determined from the design asphalt binder content and the asphalt solids content of the emulsion to be used.
- C. Once the materials are approved, no substitutions will be permitted unless first tested and once again approved by the laboratory preparing the design and the Engineer.
- D. If necessary for workability, a set-control agent, that will not adversely affect the seal, may be used.
- E. Admixtures may be used as necessary to control the mixing and setting rates of the mixture. The admixture, the amount to be added, and the methods by which it is to be added, must be approved by the Engineer before the admixture is used.
- F. Water, and set-control agent, if used, shall be added to ensure proper workability and (a) permit a traffic flow, without the assistance of a pilot car, on the slurry seal no more than 1 hour after placement without the occurrence of bleeding, raveling, separation or other distress, and (b) prevent development of bleeding, raveling, separation or other distress within 15 days after placing the slurry seal.
- G. If more than one kind of aggregate is used, the correct amount of each kind of aggregate to produce the required grading shall be proportioned separately in a manner that will result in a uniform and homogeneous blend.
- H. Uniformity of distribution of asphalt shall be determined by extraction test in accordance with California Test 310. The bitumen ratio (pounds of asphalt per 100 pounds of dry aggregates) shall not vary more than 0.5 pounds of asphalt above or 0.5 pound of asphalt below the amount approved by the Engineer. This requirement shall apply to representative samples taken from any location or operation designated by the Engineer.
- I. The mixer-spreader trucks shall be equipped with a calibrated emulsion tank with a stick gauge or other measuring device that allows for a quick, accurate measurement of the volume. The mixer- spreader trucks shall be equipped with a water pressure system and fog type spray bar adequate for complete fogging of the surface preceding spreading equipment.

- J. Mixer-spreader trucks shall be equipped to proportion emulsion, water, aggregate, and set-control additives by volume. The aggregate shall be proportioned using a belt feeder operated with an adjustable cutoff gate. The height of the gate opening shall be readily determinable. The emulsion shall be proportioned by a positive displacement pump. Water shall be introduced into the mixer by a meter registering in liters delivered.
- K. Any variable rate emulsion pump, if used, shall be equipped with a means to seal the adjusting unit in its calibrated condition.
- L. The delivery rate of aggregate and emulsion per revolution of the aggregate feeder shall be calibrated at the appropriate gate settings for each mixer-spreader truck used on the project in accordance with California Test 109.
- M. The aggregate belt feeder shall deliver aggregate to the pugmill with such volumetric consistency that the deviation for any individual aggregate delivery rate check-run shall not exceed 2.0% of the mathematical average of three runs of at least 3 ton in duration each. The emulsion pump shall deliver emulsion to the pugmill with such volumetric consistency that the deviation for any individual delivery rate check-run shall not exceed 2.0% of the mathematical average of three runs of at least 500 gallons in duration each. These check runs shall be performed for each aggregate source using a vehicle scale that has been error tested in accordance with California Test 109, Part 9.
- N. The emulsion storage located immediately before the emulsion pump shall be equipped with a device which will automatically shut down the power to the emulsion pump and aggregate belt feeder when the emulsion level is lowered sufficiently to expose the pump suction line.
- O. A temperature-indicating device shall be installed in the emulsion storage tank at the pump suction level. The device shall indicate temperature of the emulsion and shall be accurate to 10°F.
- P. The belt delivering the aggregate to the pugmill shall be equipped with a device to monitor the depth of aggregate being delivered to the pugmill. Said device for monitoring depth of aggregate shall automatically shut down the power to the aggregate belt feeder whenever the depth of aggregate is less than 70% of the target depth of flow. A second device shall be located where it will monitor movement of the aggregate belt by detecting revolutions of the belt feeder. The device for monitoring no flow or belt movement, as the case may be, shall automatically shut down the power to the aggregate belt when aggregate belt movement is interrupted. This second device will not be required where the aggregate delivery belt is an integral part of its drive chain.
- Q. To avoid erroneous shutdown by normal fluctuation, a delay of three seconds between sensing less than desirable storage levels of aggregate or emulsion and shutdown of the proportioning operation will be permitted.
- R. The mixer-spreader truck shall not be operated unless all low-flow and no-flow devices and revolution counters are in good working condition and functioning. All indicators shall be visible while walking alongside the mixer/spreader truck.
- S. The Contractor shall furnish an aggregate moisture determination for every two hours of operation or maintain the moisture content to within a maximum daily variation of +/-0.5%.
- T. Mineral filler shall be portland cement or aluminum sulphate and shall be considered as part of the blended aggregate. Mineral filler shall be used only if necessary to improve the workability of the mixture or gradation of the aggregate.

## **PART 3 EXECUTION**

### **EQUIPMENT GENERAL:**

All equipment, tools, and machines used in the performance of this work shall be maintained in satisfactory working order at all times

### **SLURRY MIXING EQUIPMENT:**

- A. The slurry mixing machine (7 cubic yards or larger) shall be a continuous flow mixing unit (rotating drum mixers will not be allowed) and be capable of delivering accurately at a continuous and constant rate a pre-determined proportion of aggregate, water and asphalt emulsion to the mixing chamber and to discharge the thoroughly mixed product on a continuous basis. The aggregate shall be pre-wetted immediately prior to mixing with the emulsion. The mixing unit of the mixing chamber shall be capable of thoroughly blending all ingredients together. No violent mixing shall be permitted.
- B. Gages or approved means of measurement shall be provided on the equipment so that the proportional rates of aggregate, water and asphalt emulsion can be checked at intervals determined by the Engineer.
- C. The mixing machine shall be equipped with an approved fines feeder that provides an accurate metering device or method to introduce a pre-determined proportion of mineral filler into the mixer at the same time and location that the aggregate is fed. The fines feeder shall be used whenever added mineral filler is a part of the aggregate blend.

### **MIXING**

- A. The slurry seal shall be mixed in continuous pugmill mixers of adequate size and power for the type of slurry seal to be placed.
- B. All rotating and reciprocating equipment on mixer/spreader trucks shall be covered with metal guards.
- C. Aggregate feeders shall be connected directly to the drive on the emulsion pump. The drive shaft of the aggregate feeder shall be equipped with a revolution counter reading to the nearest full revolution of the aggregate delivery belt.

### **SPREADING EQUIPMENT**

- A. The slurry mixture shall be uniformly spread by means of a controlled spreader box conforming to the following requirements:
- B. The spreader shall be capable of spreading a traffic lane width and shall have strips of flexible rubber belting or similar material on each side of the spreader box and in contact with the pavement to positively prevent loss of slurry from the ends of the box. All spreader boxes over 7½ feet in width shall have baffles, reversible motor driven augers, or other suitable means, to insure uniform application on superelevated sections and shoulder slopes. The spreader shall be steerable, shall have adjustable skids, and shall have an adjustable width. Spreader box skids shall be maintained in such manner as to prevent chatter (wash boarding) in the finishing mat.
- C. The rear flexible strike-off blade(s) shall make close contact with the pavement, and shall be capable of being adjusted to the various crown shapes so as to apply a uniform seal coat.
- D. Flexible drags, between 18 and 24 inches in length, to be attached to the rear of the spreader box, shall be provided. All drags and strike-off blades (rubbers) shall be cleaned or changed daily if problems with cleanliness and longitudinal scouring occur, or when directed by the Engineer.
- E. The spreader box shall be clean, free of all slurry seal and emulsion, at the start of each shift.
- F. At least two (2) operational spreader trucks shall be available at the job site during the spreading operation except when continuous placement type mixer-spreader trucks are used.

- G. The mixer-spreader trucks shall have legible identification, at least 2 inches in height, located on the front and rear of the vehicle.

## **AUXILIARY EQUIPMENT**

- A. Hand squeegees, shovels, and other equipment shall be provided as necessary to perform the work.

## **STREET SURFACE PREPARATION**

- A. Immediately prior to the application of the slurry seal and subject to the approval of the Engineer, the street surface shall be thoroughly cleaned of all foreign material such as, but not limited to, leaves, sand, gravel, and dirt. The method of street cleaning shall be by power vacuum broom and hand broom, or flushing sufficient to provide for a bond between the existing pavement surface and the slurry seal. The Contractor shall clean all streets from face of curb to face of curb in the project area to ensure the pavement surface is sufficiently cleaned to provide for a bond between the existing pavement surface and the slurry seal.
- B. Vegetation shall be removed from cracks in pavement and at the interface of pavement and gutter prior to sweeping. To facilitate the cleaning operations, it is recommended that the Contractor use a weed spray (Round-Up or its equivalent) ten days prior to slurry operations. Flushing with water may be required in some areas.
- C. All vegetation and debris removed from the roadway surface shall be disposed of outside of the project area. The Engineer shall approve all surface preparation prior to application of the slurry seal.
- D. Before applying slurry seal, cover manholes, valves, monument covers, grates or other exposed facilities located within the area of application, using a plastic or oil resistant construction paper secured by tape or adhesive to the facility being covered. Utility covers, manholes and other permanent features shall be protected in place. The Contractor shall be responsible for locating, removing, and cleaning protection from the above mentioned items following the slurry seal operations. The methods of protection, and referencing, locating and cleaning shall be submitted to the Engineer for approval. Remove coverings promptly to return facilities to service prior to the end of the same shift the slurry seal is placed.
- E. Slurry seal of driveway aprons, returns, and other incidental work shall be accomplished concurrently with application of the street proper. Do not overlap slurry seal onto the lip of gutter. When slurry starts or finishes, a straight line cut-off shall be obtained by laying down a strip of building paper or other approved material. The Contractor shall remove such paper and any excess slurry to maintain a neat and uniform line.
- F. As directed by the Engineer, the Contractor shall tack coat any areas where slurry seal will be placed over any HMA pavement area installed within 30 days of the seal coat installation date (asphalt pavement repair areas as identified by the Engineer), brick, concrete, or other highly absorbent or polished surface, with 1-part emulsion to 3-part water tack coat of the same asphalt emulsion.
- G. The tack coat shall be SS-1h meeting the requirements of Section 94 of the State Standard Specifications or an approved equivalent. Tack coat can be applied with an asphalt distributor. The normal application rate is 0.08 gal/sq. yd. to 0.15 gal/sq. yd. of diluted emulsion.

## **PLACING**

- A. Slurry seal shall not be placed when the existing pavement temperature is below 55F or during unsuitable weather.
- B. Slurry seal shall not be applied when raining or foggy.
- C. Slurry Seal placement shall not begin before 7:00 a.m. and shall be terminated each day in sufficient time for all streets to open to vehicular traffic by 3:30 p.m.
- D. The slurry seal shall be spread at the following pounds of dry aggregate per square yard:

## Type II (Rock Aggregate) 14 – 18

- E. All through driving lanes shall be spread in full lane width pulls only. Longitudinal joints, common to two driving lanes, shall be butt joints with overlaps not to exceed 3 inches. Building paper shall be placed at transverse joints, over previously placed slurry seal, or other suitable methods used to avoid double placement of slurry seal. Hand tools shall be available in order to remove spillage. Ridges or bumps in the finish surface will not be permitted.
- F. The finished surface must be smooth.
- G. Slurry mixture, to be spread in areas inaccessible to the spreader box, shall be spread by Engineer approved methods.
- H. The mixture shall be uniform and homogeneous after spreading on the road and shall not show separation of the emulsion and aggregate after setting.
- I. Adequate means shall be provided to protect the slurry seal from damage by traffic until such time that the mixture has cured sufficiently so that the slurry seal will not adhere to and be picked up by the tires of vehicles.
- J. The Contractor shall have the responsibility for the inspection and supervision necessary for controlling the characteristics of the slurry seal to conform to the mix design and the spreading of the slurry seal to meet the requirements specified herein.
- K. The City's responsibility will include all testing and inspection necessary to establish the degree to which the materials as furnished and placed meet the requirements of the approved mix design.
- L. During slurry sealing operations the Contractor shall provide the following:
  - 1. Quantity of emulsion used daily, and
  - 2. Copies of all aggregate delivery tags.
- M. The surface shall be pre-wetted by fogging ahead of the slurry distributor. Water used in pre-wetting the surface shall be applied at such a rate that the entire surface is damp with no apparent flowing water in front of the slurry distributor. The slurry mixture shall be of the desired consistency when deposited on the surface and no additional elements shall be added. Total time of mixing shall not exceed four minutes.
- N. Precautions shall be taken to insure that aggregate stockpiles do not become contaminated with oversized rock, clay, silt, or excessive amounts of moisture. The stockpile shall be kept in areas that drain readily. Segregation of the aggregate will not be permitted.
- O. Courts and other streets designated by the engineer shall be rolled with a nine-wheel pneumatic tire roller (5 ton minimum) with tire pressure between 50 and 60 pounds per square inch (psi) once the slurry seal has dried to the point where the road can be opened up to traffic. Roller shall make a minimum of 2 passes over the entire court immediately before it is open to traffic and prior to the first sweeping.

### **CLEAN UP**

- A. All construction debris, unused materials, and equipment in the area of construction and any adjacent areas used by the Contractor, shall be removed and disposed of outside of the construction area.
- B. Gutters shall be cleaned the same day they are slurried.
- C. All aggregate shall be removed from the stockpile areas unless the Contractor provides the Engineer written permission from the property owner permitting the Contractor to leave the aggregate.

- D. All streets (full width and gutters), including driveways, shall be swept by power vacuum broom trucks and hand blowers. Driveways shall be cleaned by a hand blower, concurrently with the street sweeping. Debris accumulated from sweeping shall be disposed offsite and will not be stored.
- E. Three (3) additional sweepings shall be performed. The first sweeping shall be done five (5) calendar days after slurry seal placement is complete, the second 10 calendar days after the completion of first sweeping, and the third 10 calendar days after completion of the second sweeping. The Contractor shall spray water on these subsequent sweepings for dust removal. Prior to pre-final inspection, two additional sweeping shall be performed, as required by the Engineer.

## **END OF SECTION**

**DIVISION 3 – CONCRETE (NOT USED)**  
**DIVISION 4 – MASONRY (NOT USED)**  
**DIVISION 5 – METALS (NOT USED)**  
**DIVISION 6 – WOOD AND PLASTICS (NOT USED)**  
**DIVISION 7 – THERMAL AND MOISTURE PROTECTION (NOT USED)**  
**DIVISION 8 – DOORS AND WINDOWS (NOT USED)**  
**DIVISION 9 – FINISHES (NOT USED)**  
**DIVISION 10 – SPECIALTIES (NOT USED)**  
**DIVISION 11 – EQUIPMENT (NOT USED)**  
**DIVISION 12 – FURNISHINGS (NOT USED)**  
**DIVISION 13 – SPECIAL CONSTRUCTION (NOT USED)**  
**DIVISION 14 – CONVEYING SYSTEMS (NOT USED)**  
**DIVISION 15 – MECHANICAL (NOT USED)**  
**DIVISION 16 – ELECTRICAL (NOT USED)**

## APPENDIX A: LOCAL AGENCY CONSTRUCTION FORMS

### DOCUMENTS TO BE SUBMITTED PRE-CONSTRUCTION AND DURING CONSTRUCTION

- [City of Coalinga Business License Application](#)
- [City of Coalinga Quality Assurance Program](#)
- [Work Delay Form](#)
- [Application for Payment \(G702/G703\)](#)
- [Form W-9 \(submit with first payment application\)](#)
- [Certificate of Construction Completion](#)

***City of Coalinga Business License Application***

CITY OF COALINGA  
BUSINESS LICENSE/  
HOME OCCUPATION APPLICATION  
155 W. Durian Street Coalinga, CA 93210  
Phone: (559) 935-1531 Fax: (559) 935-0995

Business Type: (Check all that apply)

GENERAL (\$29.00)  
HOME OCCUPATION (\$100.00)  
CONTRACTOR (\$54.00)  
PROFESSIONAL (\$44.00)  
NON-PROFIT  
OTHER

BUSINESS NAME: \_\_\_\_\_

APPLICANT NAME: \_\_\_\_\_ BUSINESS PHONE# \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

FEDERAL TAXPAYER I.D./S.S.#: \_\_\_\_\_ SALES TAX I.D.# \_\_\_\_\_

DESCRIBE BUSINESS ACTIVITY \_\_\_\_\_

FOR HOME OCCUPATION: PLEASE COMPLETE A QUESTIONNAIRE

OWNERSHIP STATUS: Sole Proprietor Corporation Partnership

OPENING DATE OF BUSINESS: \_\_\_\_\_

KIND OF BUSINESS: (Check all that apply)

Retail	Manufacturing	Contractor	Real Estate Leasing/Rentals
Wholesale	Services	Door to Door Solicitation	Financial/Insurance
Restaurant	Professional Office	Dental/Medical	Other _____

OWNER/MANAGER NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_ PHONE: \_\_\_\_\_

AFFIDAVIT: I declare, under penalty of making false affidavit, that this application is made by me, that I am authorized to make such an application, that to the best of my knowledge and belief, it is a true, correct and complete application made in good faith, pursuant to the provisions of the Business License Ordinance of the City of Coalinga.

\_\_\_\_\_  
Signature Date

**FOR HOME OCCUPATION APPLICANTS ONLY:**

AFFIDAVIT: I, the undersigned, hereby certify that I have read and understand the provisions attached pertaining to the establishment of a Home Occupation and agree that I will operate my business within the provisions prescribed by Sec. 9-2.3001 of the Coalinga Municipal Code:

\_\_\_\_\_  
Signature Date

**FOR OFFICIAL USE ONLY**

License No. _____	General _____	Planning _____
Date Received _____	Professional _____	Building _____
Paid _____	Contractor _____	Fire _____
Expiration _____	Home Occup. _____	Police _____
Home Occupation Approved by: _____	Date _____	
Business License Application Approved by: _____	Date _____	

## WORKER'S COMPENSATION DECLARATION

I hereby affirm, under penalty of perjury, one of the following declarations:

\_\_\_\_\_ I have and will maintain a certificate of consent to self-insure for worker's compensation, as provided by Section 3700, for the duration of any business activities conducted for which this license is issued.

\_\_\_\_\_ I have and will maintain worker's compensation insurance, as required by Section 3700, for the duration of any business activities conducted for which this license is issued.

My worker's compensation insurance carrier, policy number, and expiration date are:

Carrier \_\_\_\_\_

Policy Number \_\_\_\_\_

Expiration Date \_\_\_\_\_

\_\_\_\_\_ I certify that in the performance of any business activities for which this license is issued I shall not employ any person in any manner so as to become subject to the worker's compensation laws of California, and agree that if I should become subject to the worker's compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with the provisions of Section 3700.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Business Name \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_

**WARNING:** Failure to secure worker's compensation coverage is unlawful and shall subject an employer to criminal penalties and civil fines up to \$100,000. In addition to the cost of compensation, damages as provided for in Section 3700 of the Labor Code, interest and attorney's fees.



## CITY OF COALINGA BUSINESS LICENSE INFORMATION

155 W. Durian  
Coalinga, CA 93210  
Phone: (559) 935-1531  
Fax: (559) 935-0995

*Thank you for your interest in conducting business with the City of Coalinga. Ordinance 546 of the City of Coalinga Code requires that any person who conducts, operates, or engages in any business activities within the city shall obtain a City of Coalinga business license. The term "business" shall include all activities engaged in or caused to be engaged in within this City with the object of gain, benefit or advantage, whether direct or indirect, to the taxpayer or to another or to others, but shall not include the services rendered by an employee to this employer or a casual or isolated transaction. "Engaging in Business" shall mean commencing, conducting or continuing in business and liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.*

All annual business tax certificates issued under Ordinance 546, except the first certificate issued to newly established businesses, shall be considered to be issued on January 1<sup>st</sup> of each year and shall expire on December 31<sup>st</sup> of the same year.

### **UPON THE SALE OR TRANSFER**

No certificate granted or issued under the Business Tax provisions of this article shall be in any manner transferred or assigned, or authorize any person other than the person named in the certificate to carry on the business therein named or to transact such business at any place other than the place or location therein named without the written consent of the Finance Director endorsed thereon. **At the time such certificate is assigned or transferred on the place of location for the carrying on of such business is changed, the person applying for such transfer or change shall pay to the Finance Department a fee of \$25.00 for each assignment or transfer.**

### **PENALTY FOR NONPAYMENT OF ANNUAL BUSINESS TAX**

Every annual business tax or registration fee renewal which is not paid on or before March 1<sup>st</sup> of each year, or within fifteen (15) days after commencing business for a newly established business, is hereby declared delinquent, and the Finance Department shall thereupon add to said business tax registration fee and collect a penalty of twenty-five (25) percent of the tax so delinquent. In addition to the penalties imposed, any person who fails to remit any business tax shall pay interest at the rate of one and one-half percent (1 ½%) per month.

### **DOCUMENTS REQUIRED TO OBTAIN A CITY LICENSE**

The following documents (if applicable to your business) are needed when submitting an application for a City license:

- Fictitious Name Statement- For information on how to file, contact the Fresno Co. Clerks Office
- Seller's Permit – For information on how to obtain a permit, contact the State of CA Dept of Tax and Fee Administration
- Worker's Compensation Insurance Certificate
- Health Department Inspection Report/License
- Copy of Contractor's License

### **TRANSFER, SALE OF BUSINESS OR NEW BUSINESS**

**(Does not apply to Home Occupation Businesses)**

***You are required to set up an inspection with the Building and Fire Department Inspector prior to operation of business. A business license will be issued upon approval of inspections.***

**NOTE: Neither the filing of an application nor payment of the license fee shall authorize a person to engage in or conduct business activities until such license has been granted.**

# **CITY OF COALINGA QUALITY ASSURANCE PROGRAM**

The purpose of this program is to provide assurance that the materials incorporated into the construction projects are in conformance with the contract specifications. This program should be updated every five years or more frequent if there are changes of the testing frequencies or to the tests themselves. To accomplish this purpose, the following terms and definitions will be used:

## DEFINITION OF TERMS

- Acceptance Testing (AT) – Sampling and testing, or inspection, to determine the degree of compliance with contract requirements.
- Independent Assurance Program (IAP) – Verification that AT is being performed correctly by qualified testers and laboratories.
- Quality Assurance Program (QAP) – A sampling and testing program that will provide assurance that the materials and workmanship incorporated into the construction project are in conformance with the contract specifications. The main elements of a QAP are the AT, and IAP.
- Source Inspection – AT of manufactured and prefabricated materials at locations other than the job site, generally at the manufactured location.

For projects on the SHS, the local agency must adopt the Caltrans QAP detailed in the following manuals and guides:

- Caltrans Construction Manual
- Construction Manual Supplement for Local Agency REs
- Local Assistance Structure Representative Guidelines
- Independent Assurance Manual

In addition, the current Caltrans Standard Specifications (CTSS) and Plans must be part of the Plans, Specifications and Estimate (PS&E). Test methods used must be as specified in the CTSS and special provisions.

For projects off the SHS, local agencies may adopt the Caltrans QAP described above or may develop their own QAP conforming with the requirements of the QAP Manual and FHWA regulations. The local agency must use the current Caltrans or Greenbook Standard Plans and Specifications. Tests methods used may be either CTM, ASTM, AASHTO, or other nationally recognized test methods, but must be specified in the contract documents.

## MATERIALS LABORATORY

The AGENCY will use a private consultant materials laboratory to perform AT on Federal-aid and other designated projects. The materials laboratory shall be under the responsible management of a California registered Engineer with experience in sampling, inspection and testing of construction materials. The Engineer shall certify the results of all tests performed by laboratory personnel under the Engineer's supervision. The materials laboratory shall contain certified test equipment capable of performing the tests conforming to the provisions of this QAP.

The materials laboratory used shall provide documentation that the laboratory complies with the following procedures:

1. Correlation Testing Program- The materials laboratory shall be a participant in one or more of the following testing programs:
  - a. AASHTO Materials Reference Laboratory (AMRL)
  - b. Cement and Concrete Reference Laboratory (CCRL)
  - c. Caltrans' Reference Samples Program (RSP)
2. Certification of Personnel- The materials laboratory shall employ personnel who are certified by one or more of the following:

- a. Caltrans District Materials Engineer
  - b. Nationally recognized non-Caltrans organizations such as the American Concrete Institute, Asphalt, National Institute of Certification of Engineering Technologies, etc.
  - c. Other recognized organizations approved by the State of California and/or recognized by local governments or private associations.
3. Laboratory and Testing Equipment-The materials laboratory shall only use laboratory and testing equipment that is in good working order. All such equipment shall be calibrated at least once each year. All testing equipment must be calibrated by imperial means using devices of accuracy traceable to the National Institute of Standards and Technology. A decal shall be firmly affixed to each piece of equipment showing the date of the last calibration. All testing equipment calibration decals shall be checked as part of the IAP.

### ACCEPTANCE TESTING (AT)

AT will be performed by a materials laboratory certified to perform the required tests. The tests results will be used to ensure that all materials incorporated into the project are in compliance with the contract specifications.

Testing methods will be in accordance with the CT Methods or a national recognized standard (i.e., AASHTO, ASTM, etc.) as specified in the contract specifications.

Sample locations and frequencies may be in accordance with the contract specifications. If not so specified in the contract specifications, samples shall be taken at the locations and frequencies as shown in Attachment #1.

### INDEPENDENT ASSURANCE PROGRAM (IAP)

The City has a general policy of hiring AT consultants that have appropriate and up to date certifications from Caltrans. If the City hires a private lab that already has Caltrans certification, this completes the City's IA requirements for the project. In this case the City shall require the Caltrans documentation from the lab for their records. That completes the IAP for the project.

If the City chooses to hire a private lab to perform AT work which does not have appropriate and up to date certifications from Caltrans, the City shall request Caltrans provide IA services if California Test Methods. Then Caltrans will certify and accredit that lab as long as the project has federal-aid and using California Test Methods (CTM).

The IA program consists of activities that are unbiased and are an independent evaluation of all the sampling and testing procedures used in the acceptance program. The requirements are defined in Title 23, Code of Federal Regulations, Chapter 1, Part 637 (23 CFR 637).

Per this CFR, IA program consists of two parts:

- Testing equipment be evaluated by using calibration checks and proficiency samples
- Testing personnel be evaluated by observation and proficiency samples

During project construction, the local agency must verify that the IA program is being executed by performing the following tasks:

- Obtaining Certifications of all Sampling and Testing Personnel
- Obtaining Qualifications of all laboratories
- Verifying equipment is calibrated

All samplers and testers, including project, laboratory and consultant personnel, must possess a current certificate of proficiency for the tests performed. A copy of the certificate must be in the project files.

IA sampling and testing is not to be used for determining quality and acceptability of material incorporated into the job. Such tests are used only for the purpose of determining the reliability of testing personnel.

## REPORTING ACCEPTANCE TESTING RESULTS

The following are time periods for reporting material test results to the Resident Engineer:

- When the aggregate is sampled at material plants, test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 24 hours after sampling.
- When materials are sampled at the job site, test results for compaction and maximum density should be submitted to the Resident Engineer within 24 hours after sampling.
- When soils and aggregates are sampled at the job site:
  - i. Test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 72 hours after sampling.
  - ii. Test results for "R" Value and asphalt concrete extraction should be submitted to the Resident Engineer within 96 hours after sampling.

When sampling products such as Portland Cement Concrete (PCC), cement-treated base (CTB), hot mix asphalt (HMA), and other such materials; the time of such sampling shall be varied with respect to the time of the day insofar as possible, in order to avoid a predictable sampling routine. The reporting of AT results, if not performed by the Resident Engineer's staff, shall be done on an expedited basis such as by fax or telephone.

## TESTING OF MANUFACTURED MATERIALS

During the Design phase of the project, the Project Engineer may submit a "Source Inspection Request" to the Agency, consultant, or Caltrans for inspection and testing of manufactured and prefabricated materials by their materials laboratory. A list of materials that can be typically accepted on the basis of certificates of compliance during construction is found in Attachment #2 (Appendix F of the QAP Manual). All certificates of compliance shall conform to the requirements of the contract specifications.

Should the Agency request Caltrans to conduct the source inspection, and the request is accepted, all sampling; testing, and acceptance of manufactured and prefabricated materials will be performed by Caltrans' Office of Materials Engineering and Testing Services.

For Federal-aid projects on the National Highway System (NHS), Caltrans will assist in certifying the materials laboratory, and the acceptance samplers and testers. For Federal-aid projects off the NHS, Caltrans may be able to assist in certifying the materials laboratory, and the acceptance samplers and testers.

## SOURCE INSPECTION

Source inspection is the inspection, sampling and testing of manufactured and prefabricated materials at locations other than the job site. It is most commonly performed on materials involving structural integrity or safety to the public, such as precast prestressed concrete members, structural steel, and poles for electrical systems. The purpose is to ensure that structural materials comply with contract requirements in regard to raw materials, fabrication processes, personnel certification, and in-process quality control testing.

The local agency determines which materials will be source inspected. For a list of manufactured or prefabricated materials that are commonly source inspected for Caltrans projects, see Table 6-2.1, Inspection of Fabricated and Manufactured Materials of the Caltrans Construction Manual. Resources to assist in the development of a Source Inspection Program can be found on the internet at the following address:

<https://dot.ca.gov/-/media/dotmedia/programs/engineering/documents/mets/sigla-manual.pdf>

Source inspection is performed by the local agency or a qualified consultant. Caltrans no longer provides source inspection services for projects off the SHS. Caltrans may provide source inspection for projects on the SHS if terms are detailed in a cooperative agreement or encroachment permit. For more details on the inspection procedures, refer to Section 6-3, Field Tests, of the Caltrans Construction Manual and the Office of Structural Materials Practices and Procedures (OSMPP) manual.

Due to the costs incurred when traveling to inspect materials sourced far from the job site, Section 6-3.05B, Source Inspection Expense Deductions of the CTSS provides the details for deductions to be taken when applicable.

Verification at the source of fabrication does not guarantee acceptance at the job site. Table 6-2.1 referenced above also includes items that must be checked or rechecked at the job site to ensure that the materials are acceptable. The RE must inspect the material upon arrival to be sure it meets the requirements of the specifications and is undamaged by shipping and handling. The RE must obtain and file the source inspectors report.

### MATERIALS ACCEPTED ON THE BASIS OF AUTHORIZED MATERIALS LIST

The CTSS identifies some materials that must be on an authorized materials list.

The list is available at: <https://dot.ca.gov/programs/engineering-services/authorized-materials-lists>.

For contracts using the CTSS, the RE must verify the materials furnished are shown on the appropriate authorized materials list before the material is used on the project. Materials shown on the authorized materials list may also require a certificate of compliance or sampling and testing for acceptance.

### MATERIALS ACCEPTED BY CERTIFICATE OF COMPLIANCE

A local agency may permit the use of certain manufactured products, materials or assemblies accompanied by a Certificate of Compliance (COC) prior to sampling and testing, provided these products, materials or assemblies do not involve structural integrity or safety to the public. Additionally, these items must have a history of having met specifications based upon previous sampling and testing. The manufacturer of the products, materials or assemblies shall sign the Certificate of Compliance and state that the included materials and workmanship conform in all respects to the project specifications. The contract documents must specify which materials require the Contractor to submit a Certificate of Compliance. The RE is responsible for insuring that a Certificate of Compliance is furnished with each lot of these materials delivered to the work site. Exhibit 16-T1: Materials Requiring a Certificate of Compliance Per the Caltrans Standards Specifications and Exhibit 16-T2: Materials Requiring a Certificate of Compliance Per the Greenbook are lists of materials for which the contractor must submit a COC per the respective project specifications.

The COC must be furnished before the material is incorporated into the work and include:

- Project number
- Certified material lot number matching lot tags affixed or stenciled to the released materials
- Manufacturer's signature
- A statement that the material complies with the specifications of the contract

All materials accepted on the basis of a signed Certificate of Compliance shall be documented in the inspector's daily reports. Inspect the material upon arrival to be sure it meets the requirements of the specifications and is undamaged by shipping and handling before accepting. Manufactured products, materials or assemblies used on the basis of a Certificate of Compliance may be sampled again at the job site and tested at any time during the life of the contract. Items found not in conformance with contract requirements must be rejected whether in place or not.

A Certificate of Compliance for each item shall be kept in the RE's file.

### MATERIALS REQUIRING A BUY AMERICA CERTIFICATION

Steel and iron products incorporated into the project must comply with Buy America requirements of the CFRs. All steel and iron products must be delivered with a COC stating all manufacturing processes involved in the production of the products occurred within the United States. These processes include:

- Rolling
- Extruding
- Machining
- Bending

- Grinding
- Drilling
- Coating
- Welding
- Smelting

In addition to the COC requirements mentioned earlier in this section, a Buy America COC must also include the mill markings or heat numbers.

The Buy America requirements apply to the entire construction contract if any federal-aid money has been authorized for any phase of the project, not just the construction phase. A local agency cannot circumvent the Buy America requirement by declaring that the material is being paid for with the non-federal portion of the funding.

Buy America does not apply to temporary steel such as that used in falsework, sheet piling or shoring. A minimal use of foreign iron and steel is allowed provided that the total delivered cost to the project site is less than \$2,500.00 or 0.1 percent of the contract amount, whichever is greater. Supporting invoices, including the cost of transportation, must be on file in the project records.

**PROJECT CERTIFICATION**

Upon completion of a Federal-aid project, a "Materials Certificate" shall be completed by the Resident Engineer. The Agency shall include a "Materials Certificate" in the Report of Expenditures submitted to the Caltrans District Director, Attention: District Local Assistance Engineer. A copy of the "Materials Certificate" shall also be included in the Agency's construction records. The Resident Engineer in charge of the construction function for the Agency shall sign the certificate. All materials incorporated into the work which did not conform to specifications must be explained and justified on the "Materials Certification", including changes by virtue of contract change orders.

**RECORDS**

All material records of samples and tests, material releases and certificates of compliance for the construction project shall be incorporated into the Resident Engineer's project file. If a Federal-aid project:

- The files shall be organized as described in Section 16.8 "Project Files" of the Local Assistance Procedures Manual.
- It is recommended that the complete project file be available at a single location for inspection by Caltrans and Federal Highway Administration (FHWA) personnel.
- The project files shall be available for at least three years following the date of final project voucher.
- The use of a "Log Summary," as shown in Appendix H of the QAP Manual facilitates reviews of material sampling and testing by Caltrans and FHWA, and assists the Resident.Engineer in tracking the frequency of testing.

When two or more projects are being furnished identical materials simultaneously from the same plant, it is not necessary to take separate samples or perform separate tests for each project; however, copies of the test reports are to be provided for each of the projects to complete the records.

APPROVED BY:   
 (Signature)

DATE: 5/11/2023

NAME: Noel Bucu, P.E.

TITLE: City Engineer, City of Coalinga

**City of Coalinga Acceptance Testing**

**Sampling and Testing Frequency Table**

**HOT MIX ASPHALT (HMA) / ASPHALT CONCRETE (AC)**

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Aggregate Gradation (Sieve)	CT 202	1 Per 1000 Tons or Part Thereof ; Minimum 1 per day during production/placement of at least 300 tons per day.	At Plant Per CT 125 (a)
Sand Equivalent	CT 217		
Asphalt Binder Content	CT 382		Loose Mix Behind Paver Per CT 125
In-Place Density and Relative Compaction (Nuclear )	Nuclear (b) CT 375 or ASTM D2950 (c)	1 Per 1000 Tons or Part Thereof ; Minimum 1 per day during production/placement of at least 300 tons per day. (b)	Random Locations Per CT 375 (c)
Theoretical Maximum Specific Gravity and Density (Rice)	CT 309	1 Per Day During Production/Placement of At Least 300 Tons Per Day	Loose Mix Behind Paver Per CT 125
HMA Moisture Content	CT 226 or CT 370		
Stabilometer Value (d)	CT 366		
Asphalt Binder	Sample per Section 92	Sample 1 min. per day for production over 300 tons per day; See (f) regarding testing.	At Plant Per CT 125
Smoothness	12-foot Straightedge	As necessary to confirm contract compliance.	Final Pavement Surface

- (a) Exact tonnage of sample location to be determined by Random Sampling Plans
- (b) Compaction determined by Nuclear Density Device. Core testing required if compaction fails the nuclear test
- (c) Correlation between core densities and nuclear device required only if compaction fails the nuclear test
- (d) Report the average of 3 tested briquettes from a single split source
- (e) Use CT 309 to determine maximum theoretical density in lieu of CT 367 calculated maximum theoretical density
- (f) No testing required unless warranted by concern ; sample and store until completion of project

**SUBGRADE (DISTURBED BASEMENT SOIL) OR EMBANKMENT**

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Maximum Density and Relative Compaction	CT 216/CT 231	1 Min. Test per 5000 sq ft under vehicle traveled way and shoulder 1 Min. Test Per 250 linear foot under sidewalk/curb & gutter 1 Min. Test per 24 inches depth, per 150 linear foot pipe trench fill	Random locations as determined by the Engineer in place after compaction.

**AGGREGATE BASES AND SUBBASES, IMPORTED BORROW**

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CT 202	1 Min. Test Per Material Source	Sample from site stockpile/plant prior to placement.
R-Value	CT 301		
Sand Equivalent	CT 217		
Maximum Density and Relative Compaction	CT 216/CT 231	1 Min. Test per 5000 sq ft under roadway 1 Min. Test per 250 linear foot under curb & gutter	Random locations as determined by the Engineer in place after compaction.

**STRUCTURE BACKFILL, SELECT BACKFILL**

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CT 202	1 Min. Test Per Material Source	Sample from site stockpile/plant prior to placement
R-Value	CT 301		
Sand Equivalent	CT 217		
Maximum Density and Relative Compaction	CT 216/CT 231	1 Min. Test Per 2 Vertical Lifts of Placement	Random locations as determined by the Engineer in place after compaction.

**PORTLAND CEMENT CONCRETE (PCC) – STRUCTURAL AND SIGNAL/LIGHTING FOUNDATIONS**

**COARSE AGGREGATE**

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CT 202	1 min. test per 500 cu yds and per each material source ; 1 min. test on smaller projects; If bridge, 1 min. set per separate pour per abutment/pier/deck.	Sample from site stockpile/plant prior to placement.
Cleanness Value	CT 227		

**FINE AGGREGATE**

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CT 202	1 min. test per 500 cu yds and per each material source ; 1 min. test on smaller projects; If bridge, 1 min. set per separate pour per abutment/pier/deck.	Sample from site stockpile/plant prior to placement.
San Equivalent	CT 217		

**WET MIX**

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Slump/Penetration	CT 202	1 min. set of 3 per day; If bridge, 1 min. set per separate pour of abutment/pier/deck.	Sample from truck/work site
Cylinders	CT 539/540		

Appendix F - Construction Materials Accepted by a Certificate of Compliance

Soil Amendment  
Fiber  
Mulch  
Stabilizing Emulsion  
Plastic Pipe  
Lime  
Reinforcing Steel  
Structural Timber and Lumber  
Treated Timber and Lumber  
Timber and Lumber  
Culvert and Drainage Pipe Joints  
Reinforced Concrete Pipe  
Corrugated Steel Pipe and Corrugated Steel Pipe Arches  
Structural Metal Plate Pipe Arches and Pipe Arches  
Perforated Steel Pipe  
Polyvinyl Chloride Pipe and Polyethylene Tubing  
Steel Entrance Tapers, Pipe Down drains, Reducers, Coupling Bands and Slip Joints  
Aluminum Pipe (Entrance Tapers, Arches, Pipe Down drains, Reducers, Coupling Bands and Slip Joints)  
Metal Target Plates  
Electrical Conductors  
Portland Cement  
Minor Concrete  
Waterstop

Note: Usually these items are inspected at the site of manufacture or fabrication and re-inspected after delivery to the job site.

## Work Delay Form

This form is to be filed by the prime contractor to request an extension to the Time of Completion on a capital improvement project for unplanned events outside of the control of the contractor. Time extensions will only be granted when the event impacts an activity that is on the critical path, as determined by the City Engineer. Claims must be filed within ten (10) days of the event.

Project: \_\_\_\_\_

Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone/Fax: \_\_\_\_\_

Start Date of Event: \_\_\_\_\_ End Date of Event: \_\_\_\_\_

Type of Event: \_\_\_\_\_

Explanation of Project Impacts: \_\_\_\_\_

---

**Contract Completion Date:** \_\_\_\_\_ **Requested Completion Date:** \_\_\_\_\_

I, (Name) \_\_\_\_\_ being the (Title) \_\_\_\_\_ (must be an officer) of (Company) \_\_\_\_\_ (General Contractor), declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached claim for extension of time, and know its contents, and said claim is made in god faith; the supporting data is truthful and accurate; that the time requested accurately reflects the contract adjustment for which the Contractor believes the Owner is liable; and, further, that I am familiar with California Penal Code section 72 and California Government Code Section 12560, et seq., pertaining to false claims, and further know and understand that submission of certification of a false claim may lead to fines, imprisonment, and/or other severe legal consequences. I also understand that approval of a time extension will not result in additional payments to me, unless specifically authorized by a contract amendment.

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date

---

This section to be completed by the Engineer.

Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Reason for Denial: \_\_\_\_\_

Revised Completion Date: \_\_\_\_\_

\_\_\_\_\_  
Project Inspector

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Engineer

\_\_\_\_\_  
Date

## ***APPLICATION FOR PAYMENT (G702/G703)***

Please utilize Tri City Engineering, Inc.'s Application for payment for all billing, the next two pages are examples of what the spreadsheet looks like.

Request Excel Spreadsheet from Tri City prior to submitting first application for payment if not provided when receiving the Notice of Award.

# APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: City of Coalinga  
155 W. Durian Ave  
Coalinga, CA 93210

PROJECT:

AIA DOCUMENT G702

APPLICATION NO:

INVOICE DATE:

PERIOD FROM:

PERIOD TO:

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ENGINEER
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	INSPECTOR

FROM CONTRACTOR:

CONTRACT FOR:

CONTRACT DATE:

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

<b>1. ORIGINAL CONTRACT SUM</b>	\$	<u>                    </u>
<b>2. Net change by Change Orders</b>	\$	<u>                    0.00</u>
<b>3. CONTRACT SUM TO DATE (Line 1 ± 2)</b>	\$	<u>                    0.00</u>
<b>4. TOTAL COMPLETED &amp; STORED TO DAT</b> (Column G on G703)	\$	<u>                    0.00</u>
<b>5. RETAINAGE:</b>		
a. <u>    5    </u> % of Completed Work	\$	<u>                    \$0.00</u>
(Column D + E on G703)		
b. <u>          </u> % of Stored Material	\$	<u>                    0</u>
(Column F on G703)		
Total Retainage (Lines 5a + 5b or		
Total in Column I of G703)	\$	<u>                    0.00</u>
<b>6. TOTAL EARNED LESS RETAINAGE</b> (Line 4 Less Line 5 Total)	\$	<u>                    0.00</u>
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b> (Line 6 from prior Certificate)	\$	<u>                    0.00</u>
<b>8. CURRENT PAYMENT DUE</b>	\$	<u>                    0.00</u>
<b>9. BALANCE TO FINISH, INCLUDING RETAINAGE</b> (Line 3 less Line 6)	\$	<u>                    0.00</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

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

INSPECTOR OF RECORD:

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

OWNER:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City of Coalinga

## ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . \$                     0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)  
Engineer: Tri City Engineering, Inc.

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



**FORM W-9: REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION**



# ***Certificate of Construction Completion***



### CERTIFICATE OF CONSTRUCTION COMPLETION

INSTRUCTIONS: Contractor is to complete Items 1-12. Local Agency completes Items 13-16.

Once signed, the projects final completion phase is in effect. Contractor to submit remaining submittals, as-builts, final invoice, etc. Local agency to submit closeout paperwork.

1. PUBLIC WORKS PROJECT NO.:	2. GRANT PROJECT NO. (if applicable):
3. PROJECT NAME:	
4. PROJECT LOCATION:	
5. CONTRACTOR'S NAME:	6. CONTRACT AMOUNT:
7. DATE OF CONTRACT/AGREEMENT ACCEPTANCE:	8. START OF CONSTRUCTION DATE:
9. SUBSTANTIAL COMPLETION DATE (prior to punch walk):	10. END OF CONSTRUCTION DATE:
<p>11. FINAL INSPECTION: The above listed project's construction, including all subcontractor's construction was completed and a final inspection has been made. The project was completed as programmed and in compliance with all state and federal requirements and no further construction is to be made.</p> <p>_____</p> <p>SIGNATURE (Contractor Representative):      DATE:      TITLE:</p>	
12. CONTRACTOR REMARKS (if applicable):	
13. LOCAL AGENCY REVIEW MADE BY (print name):	14. DATE OF FINAL WALKTHROUGH:
<p>15. PROJECT VERIFICATION: This verification of completion also constitutes approval to pay costs shown in the Final Invoice included in the Report of Expenditures. The person listed above has reviewed the job site and found the project constructed in accordance with the scope and description of the project authorization document and in reasonable conformance with the plans and specifications. The project can now go through final completion phase to close out the project.</p> <p>_____</p> <p>SIGNATURE (Local Agency or Representative):      DATE:      TITLE:</p>	
16. LOCAL AGENCY REMARKS (if applicable):	

# END OF SPECIFICATIONS