

CONTRACT DOCUMENTS
FOR
2021 STREETS PROJECT



CITY OF KINGSBURG
FRESNO COUNTY, CALIFORNIA

FEBRUARY 2021

**CONTRACT DOCUMENTS
FOR
2021 STREETS PROJECT**

**CITY OF KINGSBURG
FRESNO COUNTY, CALIFORNIA**

FEBRUARY 2021



February 19, 2021

David Peters, PE

Date



TABLE OF CONTENTS

SPECIAL PROVISIONS 7

SECTION 1 - SPECIFICATIONS AND DRAWINGS FOR WORK..... 7

SECTION 2 - PROPOSAL REQUIREMENTS AND CONDITIONS 8

SECTION 3 - AWARD AND EXECUTION OF CONTRACT..... 8

SECTION 4 - BEGINNING OF WORK, TIME OF COMPLETION, LIQUIDATED DAMAGES..... 8

SECTION 5 - GENERAL PROVISIONS 9

 5-1.01 LAWS TO BE OBSERVED 9

 5-1.02 PREVAILING WAGES..... 9

 5-1.03 APPRENTICES 9

 5-1.04 PERMITS AND LICENSES 10

 5-1.05 SUBCONTRACTING 10

 5-1.06 DAMAGE BY STORM, FLOOD, TIDAL WAVE OR EARTHQUAKE..... 10

 5-1.07 INCREASED OR DECREASED QUANTITIES..... 10

 5-1.08 ARBITRATION 10

 5-1.09 TRENCHING AND EXCAVATION 10

 5-1.10 PUBLIC SAFETY 11

 5-1.11 GUARANTY AND BONDS 12

 5-1.12 COOPERATION 12

 5-1.13 PARTIAL PAYMENT..... 12

 5-1.14 PAYMENT OF WITHHELD FUNDS 12

 5-1.15 FINAL PAYMENT 13

 5-1.16 ASSIGNMENT 13

 5-1.17 RESOLUTION OF CONTRACT CLAIMS 13

 5-1.18 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS..... 16

 5-1.19 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS 16

 5-1.22 SURVEY MONUMENTS 16

 5-1.23 SURVEYING..... 16

 5-1.24 DIFFERING SITE CONDITION..... 17

 5-1.28 QUALITY ASSURANCE..... 17

SECTION 6 - NOT USED 18

SECTION 7 - FORCE ACCOUNT PAYMENT 18

 7-1.01 LABOR SURCHARGE 18

 7-1.02 RECORDS 18

 7-1.03 EQUIPMENT RENTAL RATES..... 18

 7-1.04 FORCE ACCOUNT PAYMENT..... 18

SECTION 8 - MATERIALS..... 19

 8-1.01 GENERAL 19

8-1.02	TESTING.....	19
8-1.03	MEASUREMENT OF MATERIALS.....	19
8-1.04	TRADE NAMES AND ALTERNATIVES.....	19
8-1.05	PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS	19
SECTION 09 - DESCRIPTION OF WORK AND WORK INCLUDED.....		26
9-1.01	DESCRIPTION OF WORK	26
9-1.02	WORK INCLUDED	26
SECTION 10 – CONSTRUCTION DETAILS		26
PROPOSAL TO THE CITY OF KINGSBURG		35
BID FORM.....		36
SIGNATURE PAGE.....		38
NONCOLLUSION AFFIDAVIT		39
SUBCONTRACTORS LIST		40
CONTRACTOR'S/SUBCONTRACTOR'S CERTIFICATIONS		42
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION		43
GUARANTY.....		46
AGREEMENT		47
BID BOND.....		50
BOND FOR FAITHFUL PERFORMANCE		51
BOND FOR LABOR AND MATERIALS		53

NOTICE TO CONTRACTORS

Sealed proposals will be received at the office of the City Clerk of the **City of Kingsburg, 1401 Draper Street, Kingsburg, CA 93631 until 2:30 p.m. March 9, 2021** at which time they will be publicly opened and read at said office, for construction in accordance with the specifications therefore, to which special reference is made as follows:

2021 STREETS PROJECT

The work to be done consists, in general, includes surface preparation, type II slurry seal, hot mix asphalt, pavement grinding, pavement striping, markers and markings, and utility adjustment.

Plans and specifications applying to this project may be reviewed at: the office of the City Engineer of the City of Kingsburg, Peters Engineering Group, at 862 Pollasky Avenue, Clovis, California 93612, or on the website of the Central California Builders Exchange. Plans and specifications may only be purchased at the office of the City Engineer at the non-refundable price of \$40.00 per set. Checks shall be made payable to the City of Kingsburg. Only those who have purchased plans and specifications from the office of the City Engineer will be considered eligible prime bidders.

Planholder names may be obtained from Peters Engineering Group (559) 299-1544 or the Fresno Builders Exchange, 1244 N. Mariposa Street, Fresno, (559) 237-1831.

Inquiries regarding this project should be directed to William Washburn, Project Engineer at wwashburn@peters-engineering.com. Oral explanations or interpretations of plans and specifications are not binding. Any explanation, interpretation or clarification of plans and specifications will be in the form of a written addendum to the plans and specifications issued to planholders of record.

Bids shall be submitted in a sealed envelope addressed to the City of Kingsburg and labeled with the name of the bidder, the name of the project and the statement "Do Not Open Until the Time of Bid Opening."

Bid security in the amount of then (10) percent of the amount of the bid, and in the form of a bid bond issued by an admitted surety insurer licensed by the California Department of Insurance, cash, cashier's check or certified check shall accompany the bid. Bid security shall be made in favor of the City of Kingsburg.

No contract will be awarded to a contractor who has not been licensed in accordance with the provisions of the Contractors State License Law, California Business and Professions Code, Division 5, Chapter 9, as amended, or whose bid is not on the proposal form included in the contract document. A valid California Contractor's License, Class A, General Engineering, is required for this project.

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

In accordance with the provisions of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.8, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done. Said wage determinations are on file with the City Clerk and are incorporated herein by reference.

Minimum wage rates for this project have been determined by the Secretary of Labor. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates predetermined by the Director of the Department of Industrial Relations of the State of California for similar classifications of labor, the contractor and his subcontractors shall pay not less than the higher wage rate.


Bids are required for the entire work described herein. Bids will be compared on the basis of the total of bid items in the Base Bid.

The successful bidder shall furnish a faithful performance bond in the amount of 100 percent of the contract amount and a payment bond in the amount of 100 percent of the contract amount. 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 Kingsburg. Bidders are cautioned that representations made by surety companies will be verified with the California Department of Insurance and that the City of Kingsburg will not accept a surety company with a Best's rating of less than B.

Pursuant to Public Contract Code Section 22300, substitution of securities for any moneys withheld by the City of Kingsburg to ensure performance under the contract shall be permitted.

The City Council reserves the right to reject any or all bids.

Dated: February 19, 2021



By: David Peters, City Engineer

CITY COUNCIL - CITY OF KINGSBURG - STATE OF CALIFORNIA
2021 STREETS PROJECT
SPECIAL PROVISIONS

SECTION 1 - SPECIFICATIONS AND DRAWINGS FOR WORK

The work embraced herein shall be done in accordance with the 2010 State Standard Specifications and the 2010 Standard Plans of the State of California, Department of Transportation insofar as the same may apply and in accordance with the following special provisions.

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

For the purpose of this contract, the following interpretations shall be used in place of the terms or pronouns used throughout the Standard Specifications and defined in Section 1, Definition of Terms, of the Standard Specifications, as follows:

TERM	INTERPRETATION
State/Owner	City of Kingsburg
Department	The City Council of the City of Kingsburg
Director	City of Kingsburg City Manager
Engineer	The City Engineer of the City of Kingsburg, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
Department of Transportation	The City of Kingsburg, Department of Public Works
Contractors	The person or persons, co-partnerships or corporation, private or municipal, who have entered into a contract with the City of Kingsburg as party or parties of the second part, or his or her legal representatives.

All work shall comply and conform to the Contract Documents and the following Drawings of the City of Kingsburg Standards and Department of Transportation Standard Plans:

CALTRANS

- A20A Pavement Markers and Traffic Lines Typical Details
- A20D Pavement Markers and Traffic Lines Typical Details
- A24D Pavement Marking Words
- A24E Pavement Markings Words, Limits and Yield Lines
- A24F Pavement Markings Crosswalks

and with the Plans for **2021 STREETS PROJECT** incorporated herein by reference.

SECTION 2 - PROPOSAL REQUIREMENTS AND CONDITIONS

GENERAL

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

In addition to the subcontractors required to be listed in conformance with Section 2-1.33C, "Subcontractor List," of the Standard Specifications, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

The form of Bidder's Bond mentioned in the last paragraph in Section 2-1.34, "Bidder's Security," of the Standard Specifications will be found following the signature page of the Proposal.

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

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

SECTION 3 - AWARD AND EXECUTION OF CONTRACT

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.

Award shall be made to the lowest responsible bidder within 60 days after opening of proposals, subject to extension for such further period as may be agreed upon between the City Council of the City of Kingsburg and the bidder concerned.

The right is reserved to reject any and all proposals.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. All Bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done.

SECTION 4 - BEGINNING OF WORK, TIME OF COMPLETION, LIQUIDATED DAMAGES

Attention is directed to the provisions in Section 8-1.04 "Start of Job Site Activities," to Section 8-1.05 "Time of Completion," and to Section 8-1.10 "Liquidated Damages" of the Standard Specifications and these Special Provisions.

A preconstruction conference shall be held within 10 calendar days of contract award after

which a Notice to Proceed will be immediately issued. The Contractor shall begin work within 10 days after receiving a Notice to Proceed by the City of Kingsburg and shall diligently prosecute the same to completion before the expiration of

20 WORKING DAYS

from the date shown in said Notice to Proceed.

The Contractor shall pay to the City of Kingsburg the sum of

ONE THOUSAND DOLLARS (\$1,000.00)

per day for calendar each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

The Contractor shall not be assessed liquidated damages for delay in completion of the projects, when such delay was caused by the failure of the City of Kingsburg or the owner of the utility to provide for removal or relocation of the existing utility facilities.

SECTION 5 - GENERAL PROVISIONS

5-1.01 LAWS TO BE OBSERVED

In addition to the provisions of Section 7 - 1.012 of the Standard Specifications, the Contractor shall observe and comply with the appropriate ordinances of the City of Kingsburg.

5-1.02 PREVAILING WAGES

In accordance with the provisions of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension in Section 1773.8, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done.

Said wages are on file with the Clerk to the Kingsburg City Council, 1401 Draper St. Kingsburg, California 93631, and are incorporated herein by reference.

Copies of the wage rates may be obtained upon request from the City of Kingsburg, City Hall, 141 Draper Street, Kingsburg, California 93631. Telephone (559) 897-5821.

The Engineer shall furnish the Contractor a copy of the wage rate schedule and such copy shall be posted at the job site where it shall be available to any interested party.

Attention is also directed to Section "Federal Wage Decision" of these Special Provisions, and to the "Notice to Contractors".

5-1.03 APPRENTICES

Attention is directed to the provisions in Section 7-1.02A(4) of the Standard Specifications.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, Ex Officio The Administrator of

Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards, 2550 Mariposa St., Fresno, California 93721.

5-1.04 PERMITS AND LICENSES

Attention is directed to Section 5-1.20B(4), "Permits, Licenses, Agreements, and Certifications" of the Standard Specifications and these Special Provisions. The Contractor shall possess a business license from the City of Kingsburg prior to the start of work.

The Contractor shall also be issued a "no fee" street encroachment permit from the City of Kingsburg Public Works Department. Said permit shall address a schedule of work for each project and an appropriate traffic control plan to be developed by the Contractor subject to the approval of the City Engineer.

Full compensation for all costs involving permits, including obtaining the permits and paying all fees and charges associated therewith (including any inspection fees), shall be included in the amount bid for mobilization, and no separate payment will be made therefor.

5-1.05 SUBCONTRACTING

Attention is directed to the provisions in Section 5-1.13, "Subcontracting," of Contract Award and Execution, elsewhere in these special provisions.

5-1.06 DAMAGE BY STORM, FLOOD, TIDAL WAVE OR EARTHQUAKE

The provisions in Section 7-1.165 of the Standard Specifications shall not apply.

5-1.07 INCREASED OR DECREASED QUANTITIES

Attention is directed to the provisions in Section 2.02 of the City of Kingsburg Standard Specifications. The City reserves the right to increase or decrease (including total elimination of) the quantity of any bid item or portion of the work, as may be deemed necessary by the Engineer to complete this contract. No adjustment in unit price(s) will be allowed nor any additional compensation of any kind will be paid, in the event of any increase or decrease of any contract item(s), regardless of the amount of such increase or decrease, including complete deletion of any item(s).

All written requests for adjustment shall be made no later than five working days after notification by the Engineer that the item of work is complete.

5-1.08 ARBITRATION

The provisions in Section 9-1.22 of the Standard Specifications shall not apply.

5-1.09 TRENCHING AND EXCAVATION

In accordance with Section 7104 of the California Public Contract Code, the following provisions shall apply to any contract involving digging of trenches or other excavations that extend deeper than four feet below the surface:

(a) The contractor shall promptly, and before the following conditions are disturbed, notify the Owner, in writing, of any:

- (1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(b) The Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, shall issue a change order in accordance with the provisions of Section 2.11 of the General Conditions of the City of Kingsburg Standard Specifications.

(c) In the event that a dispute arises between the Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

5-1.10 PUBLIC SAFETY

Contractor shall construct project in accordance with the provisions of Section 7-1.04, "Public Safety," of the Standard 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:

Approach speed of public traffic (Posted Limit) (Miles Per Hour)	<u>Work Areas</u>
Over 45	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45	Within 3 feet of a traffic lane but not on a traffic lane

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 Engineer. The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When work is not in progress on a trench or the 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.

5-1.11 GUARANTY AND BONDS

A material guaranty for a period of 12 months from the date of acceptance for the following items of work as designated in the proposal will be required. The guaranty shall be signed and delivered to the Engineer before acceptance of the contract. A guaranty form for this purpose is included in the proposal.

The terms of the guarantee shall be clearly stated and shall be approved by the Engineer prior to the acceptance of the contract.

The two contract bonds required by Section 3-1.05, "Contract Bonds" of the Standard Specifications may be reduced upon completion of the contract to conform to the total amount of the contract bid prices for the items of work to be guaranteed, and this amount shall continue in full force and effect for the duration of the guaranty period. The payment bond shall not be reduced until the expiration of the time required by Section 3249 of the Civil Code.

Full compensation for furnishing the guaranty and bonds will be considered as included in the contract price or prices paid for the items of work involved and no additional compensation will be allowed therefor.

5-1.12 COOPERATION

Attention is directed to Section 5-1.20, "Coordination with Other Entities," of the Standard Specifications.

The Contractor shall cooperate with other contractors or forces that may be working in the vicinity of this project.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various items of work and no separate payment will be made therefor.

5-1.13 PARTIAL PAYMENT

Attention is directed to Section 9-1.06, "Progress Payments," of the Standard Specifications.

The first estimate for partial payment will be submitted within 60 days from the date shown as the first day of work in the notice to proceed, and monthly thereafter.

5-1.14 PAYMENT OF WITHHELD FUNDS

Substitution of securities for any moneys withheld by the Owner to ensure performance under a contract shall be permitted, provided that substitution of securities provisions shall not apply to contracts in which there will be financing provided by the Farmers Home Administration of the United States Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (7 U.S. C. Sec. 1921 et seq.), and where federal regulations or policies, or both, do not allow the substitution of securities.

At the request and expense of the Contractor and in compliance with Public Contract Code Section 22300, securities equivalent to the amount withheld pursuant to these specifications shall be deposited by the Contractor with the Owner, or with a state or federally chartered bank as the escrow agent, who shall then pay such withheld amounts to the contractor upon

written authorization of the Owner.

Securities eligible for investment under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loans certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the contractor and the Owner.

Securities to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor.

The Contractor shall be beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

The Contractor shall enter into an escrow agreement satisfactory to the Owner, which agreement shall substantially comply with Public Contract Code section 22300.

The Contractor shall obtain the written consent of the surety to such escrow agreement.

5-1.15 FINAL PAYMENT

Final payment for the work will be made in accordance with the standard City of Kingsburg procedures.

5-1.16 ASSIGNMENT

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

The Contractor shall not assign monies due or to become due him under the Contract without the written consent of the Owner. Any assignment of monies shall be subject to all proper setoffs in favor of the City of Kingsburg 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 of Kingsburg for the completion of work in the event that the Contractor should be in default therein.

Full compensation for restoring the property to its original state or providing corrective measures necessary after the property is disturbed by construction shall be considered as included in the various contract items of work and no separate payment will be made therefor.

5-1.17 RESOLUTION OF CONTRACT CLAIMS

Public works contract claims of three hundred seventy-five thousand (\$375,000) or less which arise between a contractor and a local public agency shall be resolved in accordance with the provisions of Article 1.5 (Sections 20104-20104.6, inclusive) of Chapter 1 of Part 3 of Division 2 of the Public Contract Code. Article 1.5 requires that its provisions or a summary thereof be set forth in the plans and specifications for any work that may give rise to a claim thereunder. Accordingly, this contract incorporates all of the terms and conditions of Article 1.5, as follows:

Article 1.5 Resolution of Contract Claims

20104. (a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b)(1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the State or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2 For any claim subject to this article, following requirements apply:

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

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

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

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

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

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

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

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

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

20104.4 The following procedures are established for all civil actions filed to resolve claims subject to this article:

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

(b)(1) If the matter remains in dispute, the case shall be submitted to the judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rule pertaining to judicial arbitration.

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

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

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process. Arbitrators shall be experienced in construction law.

20104.6 (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

5-1.18 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

5-1.19 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

The Contractor shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily completed, even if the other contract work is not completed and has not been accepted in conformance Section 5-1.46, "Final Inspection and Contract Acceptance," of the Standard Specifications. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

5-1.20 SURVEY MONUMENTS

GENERAL

Survey monuments shall be installed by the Contractor at the locations shown on the Plans or directed by the Engineer. Monuments shall conform to the dimensions and details shown on the Plans, and shall be case in neat holes cut in the pavement without the use of forms.

The Contractor shall place the marker disk in survey monument before the concrete block has acquired its initial set and shall be firmly bedded in the concrete. The disk shall be so located that when the disk is inserted, the reference point will fall within a one-inch circle in the center of the disk.

Full compensation for survey monuments shall be considered as included in the prices paid for various other items of work and no additional allowance will be made therefore.

5-1.21 SURVEYING

PERMANENT SURVEY MARKERS

The Contractor shall take necessary measures to insure the preservation of survey monuments and bench marks at least seven (7) days before starting work. The Contractor shall preserve property line monuments, block corner monuments, centerline monuments, benchmark monuments, government corners, and control monuments that are specified on the plans

and/or discovered during the construction process, except where their destruction is unavoidable when the Contractor is proceeding in accordance with accepted practice.

When a monument cannot be saved from destruction, the Contractor shall notify the Project Inspector and the Project Engineer 48 hours prior to their destruction. The Contractor shall not disturb permanent survey monuments or bench marks without the consent of the Engineer, and shall bear the expense of replacing any that may be disturbed. The location of said monument shall be determined by the Engineer.

SURVEY CONSTRUCTION STAKES

Such stakes or marks will be set by the Contractor as he determines to be necessary to establish the lines and grades required for the completion of the work specified in these Specifications, on the Plans and in the Special Provisions. When the Contractor requires such stakes or marks, he shall notify the Engineer of his requirements in writing a reasonable length of time in advance of starting operations that require such stakes or marks. In no event shall a notice of less than two (2) working days be considered a reasonable length of time.

5-1.22 DIFFERING SITE CONDITION

a. Contractor's Notification

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

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

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

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

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

b. Engineer's Investigation and Decision

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

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

5-1.28 QUALITY ASSURANCE

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply

with the Contract. You may examine the records and reports of tests the Agency performs if they are available at the job site. Schedule work to allow time for QAP.

SECTION 6 - NOT USED

SECTION 7 - FORCE ACCOUNT PAYMENT

7-1.01 LABOR SURCHARGE

Attention is directed to the provisions in Section 9-1.03A(1b) of the Standard Specifications. The labor surcharge to be added to the actual wages paid, as defined in Section 9-1.03A(1a) of the Standard Specifications, shall be **13** percent of the actual wages, except as provided for the premium portion of dump truck operation wages as provided in the Equipment Rental Rates referred to in Section "Equipment Rental Rates" of these Special Provisions.

7-1.02 RECORDS

Attention is directed to the provisions in the second paragraph of Section 5-1.27 of the Standard Specifications.

The Contractor shall furnish to the Engineer completed daily extra work reports, on forms furnished by the Engineer for each day's extra work to be paid for on a force account basis no later than the second working day following the work for labor and equipment involved and no later than the fifth working day for material invoices and specialized forces.

Unless otherwise permitted by the Engineer, no payment will be made for extra work on a force account basis if it has not been reported within the time and in the manner specified.

7-1.03 EQUIPMENT RENTAL RATES

Attention is directed to the provisions of section 9-1.04D(1) of the Standard Specifications. The equipment rental rates to be paid are listed in a table entitled "County of Fresno, Public Works & Development Services Department, Equipment Rental Rates" on file with the Clerk of the Board of Supervisors, Room 301, Hall of Records, Fresno, California, and are incorporated herein by reference.

Copies of the equipment rental rates may be obtained from the County of Fresno, Public Works & Development Services Department, Design Services Section, Seventh Floor, Fresno County Plaza Building, 2220 Tulare Street, Fresno, California 93721. Phone (559) 262-4109.

The rates to be applied to this project are the latest rates dated on or before the date of approval of this contract for advertising. The date of approval for advertising appears on the last page of the Notice to Contractors for this project.

7-1.04 FORCE ACCOUNT PAYMENT

The second paragraph of Section 9-1.04A and the second and third sentences of the sixth paragraph of Section 9-1.04D(5), "Non-Owner Operated Dump Truck Rental" of the Standard Specifications shall not apply.

SECTION 8 - MATERIALS

8-1.01 GENERAL

Attention is directed to Section 46 of the Standard Specifications and Special Provisions.

All materials required to complete the work under this contract shall be furnished by the Contractor.

A certificate of compliance may be required for materials used on this contract as directed by the Engineer.

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

8-1.02 TESTING

Whenever a specified percent relative compaction by California Test No. 216 or 231 is required and the material or portion thereof so tested fails to meet or exceed the relative compaction specified, retests shall be performed at the expense of the Contractor. A charge of \$60 for each additional retest shall be deducted from the monies due or that may become due the Contractor under the contract.

8-1.03 MEASUREMENT OF MATERIALS

Attention is directed to Section 9-1.02 "Measurement" of the Standard Specifications and these Special Provisions.

8-1.04 TRADE NAMES AND ALTERNATIVES

Whenever an article, or any class of materials, is specified by 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 or 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. The intent of the plans and specifications is to specify high grade standard equipment, and 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.

8-1.05 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS

The Department maintains a trade name list of approved prequalified and tested signing and delineation materials and products. Approval of prequalified and tested products and materials shall not preclude the Engineer from sampling and testing of the signing and delineation materials or products at any time.

None of the listed signing and delineation materials and products shall be used in the work unless material or product is listed on the Department's List of Approved Traffic Products. A

Certificate of Compliance shall be furnished as specified in Section 6-3.05E, "Certificates of Compliance," of the Standard Specifications for signing and delineation materials and products. The certificate shall also certify that the signing and delineation material or product conforms to the prequalified testing and approval of the Department of Transportation, Division of Traffic Operations and was manufactured in conformance with the requirements in the approved quality control program.

Materials and products will be considered for addition to the approved prequalified and tested list if the manufacturer of the material or product submits to the Division of Traffic Operations a sample of the material or product. The sample shall be sufficient to permit performance of required tests. Approval of materials or products will be dependent upon a determination as to compliance with the specifications and test the Department may elect to perform.

The following is a listing of approved prequalified and tested signing and delineation materials and products:

PAVEMENT MARKERS, PERMANENT TYPE

REFLECTIVE

Apex, Model 921 (4"x4")

Pavement Markers, Inc., "Hye-Lite" (4"x4")

Ray-O-Lite, Models SS (4"x4"), RS (4"x4") and AA (4"x4")

Stimsonite, Models 88 (4" x4"), 911 (4"x4"), 953 (2.75"x4.5")

Ray-O-Lite, Model 2002 (2.2"x4.7")*

Stimsonite, Model 948 (2.3"x4.7")*

* Not to be used on asphalt concrete surfaces in desert regions as determined by the Engineer

REFLECTIVE WITH ABRASION RESISTANT SURFACE (ARS)

Ray-O-Lite "AA" ARS (4"x4")

Stimsonite, Models 911 (4"x4"), 953 (2.75"x4.5")

Ray-O-Lite, Model 2002 (2.2"x4.7")*

Stimsonite, Model 948 (2.3"x4.7")*

* Not to be used on asphalt concrete surfaces in desert regions as determined by the Engineer

REFLECTIVE WITH ABRASION RESISTANT SURFACE (ARS)

(Used for recessed applications)

Stimsonite, Model 948 (2.3"x4.7")

Ray-O-Lite, Model 2002 (2.2"x4.7")

Stimsonite, Model 944SB (2"x4")*

Ray-O-Lite, Model 2004 ARS (2"x4")*

* For use only in 4.5-inch wide (older) recessed slots

NON-REFLECTIVE FOR USE WITH EPOXY ADHESIVE

Apex Universal (Ceramic)
Highway Ceramics, Inc. (Ceramic)

NON-REFLECTIVE FOR USE WITH BITUMEN ADHESIVE

Apex Universal (Ceramic)
Apex Universal, Model 929 (ABS)
Elgin Molded Plastics, "Empco-Lite" Model 900 (ABS)
Highway Ceramics, Inc. (Ceramic)
Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)
Interstate Sales, "Diamond Back" (ABS)
Loomis Plastics, D-Dot (ABS)
Pavement Markers, Inc., (Marker Supply) - Models A1107 and AY1108 (ABS)
Road Creations, Model RCB4NR (Acrylic)

PAVEMENT MARKERS, TEMPORARY TYPE

TEMPORARY MARKERS FOR LONG TERM DAY/NIGHT USE (6 months or less)

Apex Universal, Model 924 (4"x4")
Davidson Plastics, Model 3.0 (4"x4")
Elgin Molded Plastics, "Empco-Lite" Model 901 (4" Round)
Highway Technologies, Megalites (4"x4")
Road Creations, Model R41C (4"x4")
Vega Molded Products "Temporary Road Marker" (3"x4")

TEMPORARY MARKERS FOR SHORT TERM DAY/NIGHT USE (14 days or less)

(For seal coat or chip seal applications, clear protective covers are required)

Apex Universal, Model 932
Davidson Plastics, Models T.O.M., T.R.P.M. and "HH" (High Heat)
Hi-Way Safety, Inc., Model 1280/1281

STRIPING AND PAVEMENT MARKING MATERIALS

PERMANENT TRAFFIC STRIPING AND PAVEMENT MARKING TAPE

Advanced Traffic Marking, Series 300 and 400
Brite-Line, Series 1000
Swarco Industries, "Director 35" (For transverse application only)
Swarco Industries, "Director 60"
3M, "Stamark" Series 380 and 5730
3M, "Stamark" Series A320 Bisymmetric (For use on low-volume roadways only)
3M, "Stamark" Series A420, A440, N420 and N440 (For transverse application only)

TEMPORARY REMOVABLE STRIPING AND PAVEMENT MARKING TAPE
(6 months or less)

Advanced Traffic Marking, ATM Series 200
Brite-Line, Series 100
P.B. Laminations, Aztec, Grade 102
Swarco Industries, "Director-2"
3M, "Stamark" Brand, Detour Grade, Series 5710 and Series A620

PREFORMED THERMOPLASTIC (Heated in place)

Flint Trading, "Premark" and "Premark 20/20 Flex"
Pavemark, "Hotape"

REMOVABLE TRAFFIC PAINT

Belpro, Series 250/252 and No. 93 Remover

CLASS 1 DELINEATORS

ONE-PIECE DRIVEABLE FLEXIBLE TYPE, 66"

Carsonite, Curve-Flex CFRM-400
Carsonite, Roadmarker CRM-375
Davidson Plastics, "Flexi-Guide Models 400 and 566"
GreenLine Model HWD1-66 and CGD1-66
J. Miller Industries, Model JMI-375 (with soil anchor)

SPECIAL USE FLEXIBLE TYPE, 48"

Carsonite, "Survivor" with 18" U-Channel anchor
FlexStake
GreenLine Models HWD and CGD (with 18" soil anchor)
Safe-Hit with 8" pavement anchor (SH248-GP1)
Safe-Hit with 15" soil anchor (SH248-GP2) and with 18" soil anchor (SH248-GP3)

SURFACE MOUNT FLEXIBLE TYPE, 48"

Bent Manufacturing Co., "Masterflex" Model MF-180EX-48"
Carsonite, "Super Duck II"
FlexStake, Surface Mount

CHANNELIZERS

SURFACE MOUNT TYPE, 36"

Bent Manufacturing Co., "Masterflex" Models MF-360-36(Round) and MF-180-36(Flat)
Carsonite, "Super Duck" (Flat SDF-436, Round SDR-336)

Carsonite, Super Duck II Model SDCF203601MB "The Channelizer"
Davidson Plastics, Flex-Guide FG300
FlexStake, Surface Mount
GreenLine, Model SMD-36
The Line Connection, "Dura-Post" Model DP36-3 (Permanent)
The Line Connection, "Dura-Post" Model DP36-3C (Temporary)
Repo, Models 300 and 400
Safe-Hit, Guide Post, Model SH236SMA

OBJECT MARKERS

TYPE "K", 18"

Carsonite, Model SMD-615
Repo, Models 300 and 400
Safe-Hit, Model SH718SMA
The Line Connection, Model DP21-4K

TYPE "K-4", 18"-24"

(Shown as "Q" in the Traffic Manual)

Carsonite, Super Duck II
Repo, Models 300 and 400
Safe-Hit, Models SH824SMA--WA and SH824GP3--WA
The Line Connection, Model "DP21-4Q"

TEMPORARY RAILING (TYPE K) REFLECTORS AND CONCRETE BARRIER MARKERS

IMPACTABLE TYPE

Astro Optics "FB"
Davidson Plastics, Model PCBM-12
Duraflex Corp., "Flexx 2020" and "Electriflexx"

NON-IMPACTABLE TYPE

Astro-Optics, JD Series
Stimsonite, Model 967 (with 3 1/4" Acrylic cube corner reflector)
Stimsonite, Model 967LS
Vega Molded Products, Models GBM and JD

THREE BEAM BARRIER MARKERS (For use to the left of traffic)

Duraflex Corp., "Railrider"
Davidson Plastics, "Mini" (3"x10")

REFLECTIVE SHEETING

CHANNELIZERS, BARRIER MARKERS AND DELINEATORS

3M, High Intensity
Reflexite, PC-1000, Metalized Polycarbonate
Reflexite, AC-1000, Acrylic
Reflexite, AP-1000, Metalized Polyester
Reflexite, AR-1000, Abrasion Resistant Coating)
Stimsonite, Series 6200 (For rigid substrate devices only)

TRAFFIC CONES, 13" Sleeves

Reflexite SB (Polyester), Vinyl or "TR" (Semi-transparent)

TRAFFIC CONES, 4" and 6" Sleeves

3M Series 3840
Reflexite Vinyl or "TR" (Semi-transparent)

BARRELS AND DRUMS

Reflexite, "Super High Intensity"
3M Series 3810

BARRICADES, Type I, Engineer Grade

American Decal, Adcolite
Avery Dennison, 1500/1600
3M, Scotchlite, Series CW

SIGNS, Type II, Super Engineer Grade

Avery Dennison, "Fasign" 2500 Series
Kiwalite, Type II
Nikkalite 1800 Series

SIGNS, Type III, High Performance

3M, Series 3780

SIGNS, Type IV, High Performance

Stimsonite Series 6200

SIGNS, Roll-Up Signs

Reflexite, Vinyl (Orange), Reflexite "SuperBright" (Fluorescent orange)
3M Series RS34 (Orange) and RS20 (Fluorescent orange)

SIGN SUBSTRATE FOR CONSTRUCTION AREA SIGNS

ALUMINUM

FIBERGLASS REINFORCED PLASTIC (FRP)

Sequentia, "Polyplate"

Fiber-Brite

SECTION 09 - DESCRIPTION OF WORK AND WORK INCLUDED

9-1.01 DESCRIPTION OF WORK

The work to be done consists, in general, includes hot mix asphalt, pavement grinding, pavement striping, valley gutters, type II slurry seal application, markers and markings, and utility adjustment.

All work shall be in accordance with City of Kingsburg Standard Specifications, the 2010 State of California Department of Transportation Standard Specifications, City of Kingsburg Standard Plans, and 2010 State of California Department of Transportation Standard Plans. The work is more specifically delineated by these specifications described in these Special Provisions and is in the City of Kingsburg, County of Fresno, and State of California.

9-1.02 WORK INCLUDED

This project includes, but is not necessarily limited to, all work shown on the City of Kingsburg figure included in these specifications for "**2021 Streets Project**," these Special Provisions, all drawings, plans, and specifications referenced elsewhere in these Special Provisions, as well as all work necessary or related to this project, as required to fulfill the intent of the plans and specifications for this project.

It is the intent of these Special Provisions to completely construct the various items of work as required to provide a finished and completed project to the highest standards of the industry consistent with these plans and specifications. All such work as shown and in compliance with the plans and specifications shall be included under the bid item. Any and all items of work not specifically listed or defined, but required to complete the project and fulfill the intent of the plans and specifications, shall be included under the bid item Miscellaneous Facilities.

No additional or separate payment will be made for work incidental or related to the bid items. All reference to contract measurement and payment shall be as shown under these Special Provisions as they supersede all other references.

SECTION 10 – CONSTRUCTION DETAILS

10.01 MOBILIZATION (\$15,000 MAXIMUM)

The contract price paid for Mobilization includes full compensation for all labor, materials, equipment, tools, incidentals and for doing all work involved in the movement of personnel, equipment, and supplies to the project site, as specified herein, including the cost of bonds and insurance, and no additional payment will be made.

10.02 TRAFFIC CONTROL

This item shall conform to these specifications and the State of California, "Manual on Uniform Traffic Control Devices."

Compliance with the requirements of said manual shall be considered as a minimum

requirement and it shall be the responsibility of the Contractor to provide additional safety devices when necessary to maintain a safe condition. An approved traffic control plan is required prior to beginning construction. The traffic control plan shall incorporate the restrictions below.

The Contractor shall maintain at least one access to the commercial sites at all times. On major streets, if construction in the paved travel lanes is necessary, at least one twelve (12') foot wide lane providing access in each direction of travel shall be maintained at all times. No more than one residential street may be closed at one time and no intersection shall be closed more than forty- eight (48) hours.

The Contractor shall provide temporary safe pedestrian passageways and ADA access around a construction site at all time. Complete pedestrian paths of travel shall be provided by the Contractor in accordance with the latest edition of the California MUTCD and the most current version of the State of California Division of the State Architect Access Compliance (DSA-AC) Reference Manual. The Contractor shall pay the City \$100 per calendar day for each location where the Contractor fails to provide a complete pedestrian path of travel. Said payment shall be deducted from the Contract amount.

Payments will be prorated over the term of the construction contract.

The contract price paid for Traffic Control includes full compensation for all labor, materials, equipment, tools, and incidentals including implementation of any detours shall be considered as included in the contract price paid for traffic control and no additional payment will be made.

10.03 DUST CONTROL

This bid item shall be bid per lump sum and shall conform to the provisions of Section 10.05 of the City Standard Specifications and comply with applicable San Joaquin Valley Air Pollution District requirements.

Full compensation for all costs involved in dust control will be considered as included in the price bid for the various items and all work incidentals shall be included in the lump sum price bid for dust control.

10.04 CLEARING AND GRUBBING

This item shall conform to the applicable portions of the plans, these specifications provisions of Section 9 of the City Standard Specifications.

The contract price paid for clearing and grubbing includes full compensation for all costs involved clearing and grubbing, and include, but not limited to the removal and disposal of all materials, roots, existing concrete where new sidewalk is proposed, existing paving and/or other obstructions not specified above as required by the plans and specifications within the entire right-of-way or those features conflicting with work to be performed, and all work incidental shall be included in the unit price paid for clearing and grubbing and no additional payment will be made.

10.05 GRIND & REMOVE EXISTING ASPHALT CONCRETE PAVEMENT

This is a unit price bid per square yard for Grinding and Removal of asphalt concrete in accordance with the Technical Provisions in the special provisions herein.

Existing asphalt concrete pavement shall be cold milled at the locations and to the dimensions shown on the plans. The asphalt concrete portion of the roadway pavement section as shown on the plans shall be milled to no more than 3" thick.

Grind and removal of asphalt concrete pavement shall be performed by the cold milling method. Cold milling machines shall be equipped with a cutter head not less than 30 inches in width and shall be operated so as not to produce fumes or smoke. The cold milling machine shall be capable of milling the pavement without requiring the use of a heating device to soften the pavement during or prior to the milling operation.

The depth, width and shape of the cut shall be as indicated on the typical cross sections or as directed by the Engineer. The final cut shall result in a uniform surface conforming to the typical cross sections.

The outside lines of the milled area shall be neat and uniform. Milling asphalt concrete pavement operations shall be performed without damage to the surfacing to remain in place. Milled widths of pavement shall be continuous except for intersections at cross streets where the milling shall be carried around the corners and through the conform lines. Following milling operations, a drop-off of more than 0.15-foot will not be allowed at any time between adjacent lanes open to public traffic.

Where transverse joints are milled in the pavement at conformed lines no drop-off shall remain between the existing pavement and the milled area when the pavement is opened to public traffic. If asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened to public traffic a temporary asphalt concrete taper shall be constructed. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 30:1 or flatter to the level of the milled area.

Asphalt concrete for temporary tapers shall be commercial quality and may be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete tapers shall be completely removed, including the removal of all loose material from the underlying surface, before placing the permanent surfacing. Such removed material shall be removed from the site and disposed of by the contractor.

The contract price paid per square yard for Grind and Remove Existing Asphalt Concrete shall include furnishing all labor, materials, tools, equipment, and incidentals, and all work involved in Grind and Remove Existing Asphalt Concrete, including hauling and disposal of grindings, sweeping, and furnishing the asphalt concrete for and constructing, maintaining, removing, and disposing of temporary asphalt concrete tapers, and smoothing, regrading, and compaction of uncovered baserock layer, as specified in these special provisions and as directed by the Engineer. No additional compensation will be allowed therefore.

Stockpiling of grinding shall be delivered to the City Corporation Yard at 1200 Kern Street, Kingsburg, CA 93631.

10.06 HOT MIX ASPHALT

This item shall conform to the applicable portions of the plans, these specifications, and in accordance with the provisions in Section 11 of the City Standard.

Asphalt concrete shall be produced at an established commercial mixing plant. The aggregate and asphalt binder shall be heated and mixed thoroughly.

Maximum size aggregate shall be 1/2" inch (medium).

Prior to spreading the asphalt concrete leveling course, a paint binder of asphaltic emulsion or of paving asphalt shall be furnished and applied uniformly to a pavement to be surfaced and to contact surfaces of all cold pavement joints, curbs, gutters and to other surfaces designated by the Engineer. If paving asphalt is furnished it shall be applied at a temperature of not less than 285° F. nor more than 350° F.

Asphalt concrete shall be spread and compacted in accordance with the following:

Asphalt concrete shall be spread with a self-propelled spreader ready for compaction without further shaping.

Compaction shall be performed with a steel-tired tandem roller weighing not less than 8 tons and shall consist of not less than 3 complete coverages of the roller over each layer, with proper overlap to prevent displacement. The first coverage shall be completed before the temperature of the mixture drops below 250° F., unless a lower temperature is directed by the Engineer.

The completed surfacing shall be true to grade and cross section, of uniform smoothness and texture, compacted firmly and free from depressions, humps or irregularities.

Compensation for the work performed under this section "Asphalt Concrete," shall conform to the provisions in Section 39-6, "Payment," of the Standard Specifications. This is a final pay item.

Full compensation for furnishing and applying a fog seal coat of asphaltic emulsion to finished pavement surfaces and asphalt binder to existing pavement surfaces shall be considered as included in the contract price paid per ton for asphalt concrete and no additional payment will be made.

10.07 TYPE II SLURRY SEAL

Slurry seal shall be Type II slurry seal and consists of mixing asphaltic emulsion, aggregate, set-control additives and water. Materials, application and finishing operation of slurry seal shall conform to the Caltrans Standard Specifications Subsection 37-3 "Slurry Seal and Micro-Surfacing", except 37-3.04 "Payment". Slurry seal shall be an application of the mixture on a surfacing or pavement at the locations as shown on the drawings, maps and as directed by the Engineer.

Where in the referred sections of the Caltrans Standard Specifications, the terms State and/or Engineer are used, their meaning shall be interpreted as the City Engineer, or through his designated agent, of the City of Kingsburg Public Works Department.

MATERIALS

The materials for slurry seal shall be finished and screenings compacted in accordance with the Caltrans Standard Specifications Subsection 37-3.02 "Materials", except that the Subsection 37-3.02B "Asphaltic Emulsion" shall not apply.

A. Asphaltic Emulsion

Asphaltic emulsion shall be bituminous material and shall be quick-setting type, Grade QS1h anionic or Grade CQS1h cationic, conforming to the Caltrans Standard Specifications Section 94 "Asphaltic Emulsions". The grade of asphaltic emulsion shall be at the option of the Contractor.

Requirements for Quick-Setting Asphaltic Emulsion:

Properties	AASHTO Designation	Anionic QS1h		Cationic CQS1h	
		Min	Max	Min	Max
Test on Emulsions					
Viscosity, SSF, @ 50°C, sec	-	15	90		
Sieve Test, %	-	-	0.30	-	0.30
Storage Stability, 1 day, %	-	-	1		1
Residue by Distillation, %	-	57	-		-
Particle Charge	-	Negative		Positive	
Tests on Residue from Distillation Test					
Penetration, 25°C	T 49	40	90	40	90
Ductility, 25°C, mm	T 51	400	-	400	-
Solubility in Trichloroethylene, %	T 44	97	-	97	-

If the result of the particle charge test is inconclusive, the asphaltic emulsion shall be tested for pH in conformance with the requirements in ASTM Designation E 70. Grade QS1h asphaltic emulsion shall have a minimum pH of 7.3. Grade CQS1h asphaltic emulsion shall have a maximum pH of 6.7.

B. Aggregate

Aggregate shall conform to the Type II or Type II aggregate in the Caltrans Standard Specifications Subsection 37-3.02B(2). Aggregate shall contain no more than **3% moisture**, free from vegetable matter and other deleterious substances. Aggregate shall be free of caked lumps and oversize particles.

Aggregate shall consist of hard, non-plastic, rock-crusher dust, **black in color and volcanic** in nature, except that 100 percent of any aggregate or combination of aggregates, larger than the No. 50 sieve size, used in the mixture shall be obtained by crushing rock. To assure the material is totally crushed, 100% of the parent aggregate shall be at least 1 cm. Oversize rocks, dirt clods, etc., shall be cause to reject the entire load of rock dust.

Sieve Size	3/8"	No. 4	No. 8	No. 16	No. 30	No. 200
% Passing	100	94 - 100	65 - 90	40 - 70	25 - 50	5 - 15

MIXING DESIGN

The tests, mix design and proportioning of slurry seal shall conform to the Caltrans Standard Specifications Subsections 37-3.01D(4) "Mix Design" and 37-3.03B "Proportioning."

Accelerator, if needed, shall be Portland Cement, Type 1. Retarder, if needed, shall be **Aluminum Sulfate**. The amount included in the slurry mix will be determined in the mix design. The use of slag is not permitted. The latex additive shall be **Ultra Pave 65K** or an approved equal. 2½% latex shall be added at the emulsion plant after weighing the asphalt.

The mix shall be sufficiently stable so that premature breaking of the material in the spreader box does not occur. It shall be free of excess water and emulsion. Spraying of additional water into the spreader box will not be permitted.

A. Laboratory Testing

Mix design of slurry seal mixture shall conform to the requirements in accordance with the International Slurry Seal Association (ISSA) tests, including those for slurry seal consistency, wet stripping, compatibility, cohesion and wet track abrasion.

B. Wet Track Abrasion Testing

The testing frequency for quality control for the Wet Track Abrasion Test shall start at two (2) tests per truck per day at the costs of the Contractor. If the tests are acceptable, the testing frequency shall be lowered to one (1) test per truck per day. After approved testing, if the tests fail, the testing frequency shall be increased to two (2) tests per truck per day, until the completion of the project, with the City paying for one test and the Contractor paying for the other.

C. Certified Reports

The Contractor shall submit to the City a mix design reporting the values of the above tests. The mix design shall be performed on the exact materials to be used in the project. The test shall be performed by a laboratory experienced in performing the tests on slurry seals and not affiliated with the Contractor in any way.

A report for the mix design of slurry seal shall be submitted at least five (5) working days prior to the beginning of work. Work shall not begin until the mix design has been approved by the Engineer. If the Contractor changes sources of aggregate and/or oil, a report of new mix design shall be submitted. The cost of all retest and testing for change of source for mix design will be borne by the Contractor, and the cost will be deducted from the amount of the bid.

Results of Gradation and Sand Equivalency tests of the stockpiled aggregate shall be submitted prior to the beginning of work.

Results of Residue by Evaporation tests of the Emulsion shall be submitted within forty-eight (48) hours of delivery. A separate test shall be performed on each delivery of emulsion.

APPLICATION OF SLURRY SEAL

A. Mixing and Spreading Equipment

Mixing and spreading slurry seal shall conform to the Caltrans Standard Specifications Subsection 37-3.03C "Mixing and Spreading Equipment. At least two (2) operational spreader trucks and one (1) additional mixer as a backup shall be available at the job site during the spreading operation except when continuous placement type mix-spreader trucks are used.

Each slurry crew shall be composed, at a minimum, of a coordinator at the project site at all times, a competent quickset mixing man, a competent driver, two squeegee men, and sufficient laborers for any handwork and cleanup.

B. Spreading Slurry Seal

Spreading slurry seal shall conform to the Caltrans Standard Specifications Subsection 37-3.03D "Placing." For the streets receiving new asphalt rubber cape seal, the slurry seal shall be spread at a rate within a range of 15 to 20-pounds per square yard of dry aggregate.

The slurry mixture shall be uniformly spread on the entire existing surfacing from gutter lip to gutter lip without spotting, re-handling, ripples, waves, ash effect or otherwise shifting of the mixture. The application rate shall be no greater than 150 feet per minute.

Slurry seal shall be placed when the ambient air temperature is at least 50°F and rising. In the event of unsuitable weather conditions, a halt of all work will be ordered at the discretion of the Engineer. The working day(s) lost as a result of such an order shall be added to the time allowed for completion.

The Contractor shall protect all existing improvements within the construction sites from slurry seals including utilities frames and covers of manholes, vaults, and valve boxes, concrete curbs, gutters, survey monuments, miscellaneous street improvements. All street improvements adjacent to the construction sites, including traffic striping and markings, shall also be protected.

FINISHING OPERATION

The Contractor shall provide a self-propelled 10 ton pneumatic-tired roller with a tire pressure of 50 PSI and equipped with a water spray system. Rolling shall consist of one complete coverage to the required areas and shall be finished in the same day as the spreading of slurry seal.

10.08 VALLEY GUTTER

This item shall conform to the applicable portions of the plans, these specifications, and in accordance with the provisions in Section 11 of the City Standard Specifications.

Full compensation for all labor, materials, equipment, tools, incidentals, sawcutting existing concrete, concrete curb and gutter, dowels, epoxy, installing hot mix asphalt pavement, and all work shown on the curb return details sheets shall be considered as included in the unit price paid for "Valley Gutter" as specified herein and no additional payment will be made.

10.09 ADJUST MANHOLE FRAME AND COVER TO GRADE

This bid item shall conform to the applicable portions of the plans, these specifications, and in

accordance with the provisions of Section 12 of the City Standard Specifications. The bid item consists of adjusting manhole frame and cover to grade and shall include furnishing and installing the grade rings, concrete collar, and asphalt, and resetting the frame and cover.

The contract price paid for adjust manhole frame and cover to grade includes full compensation for all labor, materials, equipment, tools, incidentals, including furnishing and installing the grade rings, concrete collar, and asphalt, and resetting the frame and cover, shall be included in the price paid for adjust manhole frame and cover to grade and no additional payment will be made.

10.10 ADJUST WATER VALVE FRAME AND COVER TO GRADE

This bid item shall conform to the applicable portions of the plans, these specifications, and in accordance with the provisions of Section 12 of the City Standard Specifications. The bid item consists of adjusting water valve frame and cover to grade and shall include furnishing and installing the grade rings, concrete collar, and asphalt, and resetting the frame and cover.

The contract price paid for adjust water valve frame and cover to grade includes full compensation for all labor, materials, equipment, tools, incidentals, including furnishing and installing the grade rings, concrete collar, and asphalt, and resetting the frame and cover, shall be included in the price paid for adjust water valve frame and cover to grade and no additional payment will be made.

10.11 SIGNAGE, PAVEMENT STRIPING, MARKERS, AND MARKINGS

This bid item shall conform to the applicable portions of the plans, these specifications, and in accordance with the provisions in the City Standard Specifications and shall conform to the applicable section of City Standard Drawings.

This item involves replacing existing striping, traffic markings, and pavement markers in accordance with the applicable portions of the State Standard and the provisions of Section 56 and 84 of the State of California Standard Specifications.

Pavement Striping includes all labor, materials, equipment, tools, incidentals, including furnishing and re-installing existing traffic stripes, stop bars, crosswalks, minor concrete work, and pavement markings of the type and at the locations shown on the plans, and also furnish and installation of blue dot markers for fire hydrants, if any, establishing alignment for stripes and layout work as shown on the plans and as directed by the Engineer.

Thermoplastic striping material shall not be required for street pavement striping and markings, except crosswalks and pavement markings specifically shown on plans. Painted traffic stripes and pavement markings shall be applied in conformance with Section 84-1 and 84-3 of the Caltrans Standard Specifications dated May 2010. Subsections 84-3.02 and 84-3.04 of the Caltrans Standard Specifications shall not apply.

Thermoplastic crosswalks shall be installed using extruded type Alkyd binder thermoplastic material applied at a thickness of 125 mils (± 15 mils). Type-I glass beads shall be 25-30 percent of material before application and shall be applied to the extruded material immediately after application. Existing crosswalks shall be removed before applying thermoplastic material.

Striping shown on the plans or as directed by the Engineer to be removed shall be removed complete, and the surface sealed with a "Walkmaster" or City approved equivalent slurry prior to re-striping. Any voids created by grinding shall be filled by using a Type "II" slurry as determined by the Engineer.

All equipment and materials shall be furnished and placed by the Contractor. Paints shall be waterborne, designed for traffic use and shall conform to the latest revisions of the San Joaquin Valley Unified Air Pollution Control Architectural Coatings Rule 4601 which requires that traffic paints shall not exceed the limit of 150 grams of volatile organic compounds (VOC's) per liter of coating as applied, excluding water.

The Contractor shall borrow stencils for pavement markings from the City, in which case they shall be returned in good condition. The Contractor shall replace striping and markings in accordance with the detailed construction drawings and as determined by the Engineer.

APPLICATION EQUIPMENT

Application equipment for paint shall comply with Section 84-3.02C, "Application Equipment," of the State Standard Specifications, except for the use of "Airspray" equipment. Only "Airless" type equipment will be allowed to be used to apply traffic paint for striping or stenciling. The use of "Airspray" type of equipment is not allowed in the City of Kingsburg.

10.12 MISCELLANEOUS FACILITIES

The contract lump sum price paid for Miscellaneous Facilities shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Miscellaneous Facilities, including, but not limited to, saw cutting, removal of wood headers, tree trimming, maintaining or adjustment of irrigation facilities, coordinating with other agencies, furnishing and maintaining inlet protection and street sweeping/vacuuming, blue reflective fire hydrant pavement markers, adhesive, epoxy, final clean-up and any other work necessary for completion of the work not specifically described on the plans or specifications, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10.13 SUPPLEMENTAL WORK

This bid item is provided for new and unforeseen work which when determined by the Engineer that such work is not covered by any of the various items for which there is a bid price or by combinations of such items. The Contractor shall do such extra work and furnish labor, material, and equipment therefor upon receipt of an approved contract change order or other written order of the Engineer.

The dollar amount shown in the Proposal is an estimate only, and shall be included in each bidder's proposal. Supplemental Work shall be performed only upon direct written authorization from the Engineer.

Payment will be based on the total amount of Supplemental Work actually performed, and will not be subject to the provisions of Subsection.

PROPOSAL TO THE CITY OF KINGSBURG

hereinafter called the Owner, for

2021 STREETS PROJECT

The work to be done and referred herein is in the City of Kingsburg, Fresno County, State of California, and extends over existing rights of way within the City.

The work is to be constructed in accordance with the Special Provisions and contract annexed hereto and also in accordance with the 2010 State Standard Plans and 2010 Standard Specifications, of the State of California, Department of Transportation.

The work to be done is as described in these Specifications for the following streets within the City of Kingsburg.

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

BID FORM
2021 STREETS PROJECT

Bidder: _____

BASE BID SCHEDULE – 2021 STREETS PROJECT

Item No.	Quantity	Unit	Item Description	Unit Price	Total Amount
1	1	LS	Mobilization (\$15,000 Maximum)	_____	_____
2	1	LS	Traffic Control	_____	_____
3	1	LS	Dust Control	_____	_____
4	1	LS	Clearing and Grubbing	_____	_____
5	12,440	SY	Grind and Remove Existing Asphalt Concrete ^(F)	_____	_____
6	2,040	TN	Hot Mix Asphalt	_____	_____
7	15,657	SY	Type II Slurry Seal ^(F)	_____	_____
8	4	EA	Valley Gutter	_____	_____
9	19	EA	Adjust Manhole Frame and Cover to Grade	_____	_____
10	30	EA	Adjust Water Valve Frame and Cover to Grade	_____	_____
11	1	LS	Signage, Pavement Striping, Markers, and Markings	_____	_____
12	1	LS	Miscellaneous Facilities and Operations	_____	_____
13	1	LS	Supplemental Work	<u>\$25,000</u>	<u>\$25,000</u>
^(F) – Final Pay Quantity				Total: \$	<u>_____</u>

The Total Amount of Base Bid Schedule is

_____ Dollars and _____ Cents. (in words)

IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS SHALL PREVAIL.

IN CASE OF DISCREPANCY BETWEEN UNIT PRICE AND ITEM TOTALS, THE UNIT PRICE SHALL PREVAIL.

ABBREVIATIONS USED IN BID SCHEDULE

CF - Cubic Foot	SF - Square Foot	VF – Vertical Foot
CY - Cubic Yard	SY - Square Yard	LF - Linear Foot
EA - Each	TN – Ton	LS - Lump Sum

Bids are required for the entire work. Bids will be compared on the basis indicated in the Notice to Contractors. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

The bidder shall set forth for each item of work, in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "Total" column shall be the item price.
- (2) As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

If this proposal shall be accepted and the undersigned shall fail to contract, as aforesaid, and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the Owner, within ten (10) days not including Saturdays, Sundays and legal holidays, after the bidder has received notice of award of the contract, the Owner, at its option, may determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Owner.

SIGNATURE PAGE

**PROJECT: 2021 STREETS PROJECT
CITY OF KINGSBURG**

Accompanying this proposal is security (check one only) in amount equal to at least ten (10%) of the total amount of the bid:

Bid Bond (); Certified Check (); Cashier's Check (); Cash (\$)

The names of all person interested in the foregoing proposal as principals are as follows;

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary treasurer and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last name in full.

Licensed in accordance with an act providing for the registration of Contractors,

Class _____ License No. _____ Expires _____

(Furnishing Contractor License information as part of this proposal is optional and is requested to facilitate verification of licensure)

Signature of Bidder Dated

NOTE: If bidder is a corporations, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the Owner prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

BUSINESS ADDRESS: _____

_____ Zip Code: _____

MAILING ADDRESS: _____

_____ Zip Code: _____

BUSINESS PHONE: _____

FAX NUMBER: _____

NONCOLLUSION AFFIDAVIT

**PROJECT: 2021 STREETS PROJECT
CITY OF KINGSBURG**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
To the City Council of the City of Kingsburg:

(Name)
being first duly sworn, deposes and says that he or she is

(Owner, Partner, Corporate Officer (list title), Co-Venturer)

of _____
(Bidding Entity)

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

(Title 23 United States Code Section 112)
(Calif Public Contract Code Section 7106; Stats. 1988, c. 1548, Section 1.)

NOTE: The above Noncollusion Affidavit is part of the Proposal. Signing the Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

SUBCONTRACTORS LIST

**PROJECT: 2021 STREETS PROJECT
CITY OF KINGSBURG**

BIDDER: _____

SUBCONTRACTORS

The bidder hereby designates below the names and business addresses of each subcontractor to whom the bidder proposes to subcontract portions of the work in the amount of 1/2 of one percent of his total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is directed to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

Please fill out as completely as possible when submitting your bid. Use subcontractor's business name style as registered with the License Board.

SUBCONTRACTOR 1: _____

Business Address: _____

Class: _____ License No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR 2: _____

Business Address: _____

Class: _____ License No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR 3: _____

Business Address: _____

Class: _____ License No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR 4: _____
Business Address: _____
Class: _____ License No. _____
Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR 5: _____
Business Address: _____
Class: _____ License No. _____
Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR 6: _____
Business Address: _____
Class: _____ License No. _____
Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR 7: _____
Business Address: _____
Class: _____ License No. _____
Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

**CONTRACTOR'S/SUBCONTRACTOR'S CERTIFICATIONS
CONCERNING STATE LABOR STANDARDS AND PREVAILING WAGES**

**PROJECT: 2021 STREETS PROJECT
CITY OF KINGSBURG**

All contractors and subcontractors shall give the following certifications to the Owner and forward this certification to the Owner within ten days after the execution of any contract or subcontract.

A. "I am aware of the provisions of Section 1720 et seq. of the California Labor Code which requires that the state prevailing wage rate shall be paid to employees where this rate exceeds the federal wage rate."

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

C. "It is further agreed that, except as may be provided in Section 1815 of the California Labor Code, the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the contractor/subcontractor shall forfeit, as a penalty, twenty-five dollars for each worker employed in the execution of the subcontract for each calendar day during which a worker is required or permitted to labor more than 8 hours in any calendar day or more than 40 hours in any calendar week."

(Contractor/Subcontractor)

By: _____
(Signature) (Typed Name and Title)

**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR
SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF
REQUIRED REPORTS.**

**PROJECT: 2021 STREETS PROJECT
 CITY OF KINGSBURG**

The bidder____, proposed subcontractor____, hereby certifies that he has____, has not____, participated in previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has____, has not____, 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.

(Company)

By:_____

(Title)

Date:_____

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-2.7(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 Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SUBCONTRACTING

**PROJECT: 2021 STREETS PROJECT
CITY OF KINGSBURG**

NOTE: The bidder shall check Box A or Box B. If the bidder does not check a box it will be deemed that he has checked Box A.

The bidder certifies that:

A. () I do not intend to subcontract any work on this project.

B. () I do intend to subcontract portions of the work on this project

In accordance with the provisions of Section, "Participation by Minority Business Enterprises in Subcontracting," in the Special Provisions, I have taken affirmative action to seek out and consider minority business enterprises for the portions of the work which are intended to be subcontracted and that such affirmative actions are fully documented in my records and are available upon request. In addition, I will take such affirmative action on any future subcontracting for the life of this contract.

Category of Work:	Contracted: Name/Address/Phone	Results of Contact:

The above certification is required by Executive Order 11625.

Bidder: _____

By _____ Date: _____

Title: _____

**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29 DEBARMENT AND SUSPENSION
CERTIFICATION**

The bidder _____, proposed subcontractor _____, under penalty of perjury, certifies that, except as noted below, he/she or any 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:

() No Exceptions

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:

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing the Proposal on the signature portion thereof shall also constitute signature of this Certification.

By my signature on this proposal, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 23 United States Code, Section 112 Non-Collusion Affidavit and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Bidder/Subcontractor: _____

By: _____

Date: _____

Title: _____

(This guaranty shall be executed by the successful bidder in accordance with the instructions in the Special Provisions. The bidder may execute the guaranty on this page at the time of submitting his bid).

GUARANTY

TO THE OWNER: CITY OF KINGSBURG

PROJECT: 2021 STREETS PROJECT

The undersigned guarantees the constructions and installation of the following work included in this project:

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 or 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 date on which this contract is accepted by the Owner, the undersigned agrees to reimburse the Owner, upon demand, for its expenses 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.

The Owner shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the Owner elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of 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 the said failure or refusal.

Contractor

Date: _____

AGREEMENT

THIS AGREEMENT made at Kingsburg, in Fresno County, California, by and between hereinafter called the Contractor, and the City of Kingsburg hereinafter called the Owner.

WITNESSETH: That the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

ARTICLE I. The Contractor agrees to furnish all labor and materials, including tools, implements, and appliances required, but excluding such materials as are mentioned in the specifications to be furnished by the Owner, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, materialmen, teamsters, subcontractors, artisans, machinists, and laborers required for:

2021 STREETS PROJECT

all in strict compliance with the plans, drawings and specifications therefor prepared by the Owner, and other contract documents relating thereto.

ARTICLE II. The Contractor and the Owner agree that the Advertisement (Notice to Contractors), the Wage Scale (Prevailing Wages), the Specifications, the Special Provisions, the Plans and Drawings, the Addenda and Bulletins thereto, and the Proposal hereto attached, together with this Agreement, form the contract, and they are as fully a part of the contract as if hereto attached or herein repeated.

All portions of the 2010 Standard Specifications of the State of California, Department of Transportation, which are not in conflict with this contract shall be deemed a part of the specifications as though fully therein set forth. No part of said Special Provisions which is in conflict with any portion of this agreement, or which is not actually descriptive of the work to be done thereunder, or the manner in which said work is to be executed, shall be considered as any part of this agreement, but shall be utterly null and void.

ARTICLE III. The Owner agrees to pay the Contractor in current funds for the performance of the contract sum of _____ (\$ _____) it being understood that said price is based upon the estimated quantities of materials to be used as set forth in the Proposal, except where provisions are made in the contract documents whereby the estimated quantities shall constitute the final quantity; that upon completion of the project the final contract prices shall be revised by change order, if necessary, to reflect the true quantities used at the stated unit price thereof as contained in the Contractor's Proposal hereto attached. Payments on account thereof will be made as set forth in the Special Provisions.

ARTICLE IV. 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 Engineer, then the Owner may, upon certificate of the Engineer 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 days, cease and terminate. 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 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 work 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 therefor. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. 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 Engineer.

ARTICLE V. With respect to any work required to be done under this contract, the Contractor will indemnify and hold harmless the City of Kingsburg, Peters Engineering Group 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 officers and employees of the Owner, the City, the State, Peters Engineering Group and said other participating agencies, against any and all claims, demands, causes of action, damages, (including damages to the Owner's property or property of the participating agencies), costs or liabilities (including costs, or liabilities of the Owner or the participating agencies with respect to its employees), in law or in equity of every kind and nature whatsoever, directly or proximately resulting from or caused by the performance of the contract, whether such performance by the Contractor, his subcontractor 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 judgement or decree which may be rendered against the Owner, the participating agencies, their officers and employees in any such suit, action or other legal proceedings.

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

- | | | |
|----------------------------|-------------|-----------------|
| a. Bodily Injury Liability | \$1,000,000 | \$1,000,000 |
| | Each person | Each occurrence |
| Property Damage Liability | \$1,000,000 | \$1,000,000 |
| | Each person | Aggregate |
- b. A single limit for Bodily Injury Liability and Property Damage Liability combined of:
 \$1,000,000, Each occurrence, \$1,000,000, Aggregate

Contractor's Property Damage Liability insurance shall include coverage for property damage caused by blasting, collapse, structural injuries of damage to underground utilities. The policy shall not contain the so-called "x", "c" or "u" exclusions.

The Certificate of Insurance shall further provide that ten days notice of cancellation or reduction in coverage shall be given the Owner.

An additional Insured Endorsement to the Contractor's Liability insurance policy naming the

Owner, the above said agencies and all other participating public agencies (if applicable) and all officers and employees of the above, shall also be furnished in triplicate.

ARTICLE VI. 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 provisions of said Code. Contractor shall supply the Owner with certificates of insurance, in triplicate, evidencing that Worker's Compensation Insurance is in effect and providing that the Owner will receive ten days notice of cancellation. If Contractor self-insures Worker's Compensation, Certificate of Consent to Self-insure shall be provided the Owner.

ARTICLE VII. The Contractor shall forthwith furnish in triplicate, a faithful performance bond in an amount equal to 100% of the contract price and a payment bond in an amount equal 100% of the contract price, both bonds to be written by a surety company acceptable to the Owner and in the form prescribed by law.

The payment bond shall contain provisions such that if the Contractor or his subcontractors shall fail to pay (a) amounts due under the Unemployment Insurance Code with respect to work performed under the contract, or (b) any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of the employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the surety will pay these amounts. In case suit is brought upon the payment bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

ARTICLE VIII. Should either party to the contract bring an arbitration or mediation proceeding or other action to enforce any provisions of the contract, including an action pursuant to Public Contract Code Section 20104.4, the prevailing party shall be entitled to recover reasonable attorney's fees and all costs in connection therewith. The term "prevail" as used in this section shall include any action at law, in equity, or pursuant to arbitration in which either party has been successful

ARTICLE IX. Time is of the essence. The improvement and work contemplated in the performance of this contract is predicated on sufficient suitable weather conditions during the contract period (after the notice to proceed), it is agreed that the contract may be credited additional days as provided in the specifications, but no additional monetary compensation. Any such delay shall be documented and processed on the standard change order form.

IN WITNESS WHEREOF, they have executed this Agreement this _____ day of _____, 20____.

City of Kingsburg
(Owner)

(Contractor)

By: _____
Alexander Henderson, City Manager

(Taxpayer Federal I.D. No.)

ATTEST:

Abigail Palsgaard, City Clerk

By: _____

Title

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____

hereinafter referred to as Principal, and

as Surety, are held and firmly bound unto the City of Kingsburg

in the sum of

lawful money of the United States of America, for payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the above obligation is such that:

WHEREAS, said Principal will, within 10 days upon receipt of Notice of Award for:

CITY OF KINGSBURG

2021 STREETS PROJECT

and in accordance with the terms of the specifications, Information for Bidders, and the bid and acceptance thereof, enter into a contract for the performance and completion of said work and give required bonds, then this obligation shall be void, otherwise, the penalty of this bond, which accompanies the bid, shall be declared forfeited to the Obligee.

WITNESS our hand this _____ day of _____, 20__

Principal

(Seal)

Title

(Seal)

By: _____
Surety

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: _____

That we, _____

hereinafter referred to as Principal, and

as Surety, are held and firmly bound unto the City of Kingsburg

in the sum of _____,

lawful money of the United States of America, for payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the above obligation is such that:

WHEREAS, said Principal has executed that certain annexed Contract with the City of Kingsburg for furnishing all materials, equipment and labor for the construction of:

**CITY OF KINGSBURG
2021 STREETS PROJECT**

for said City, and is required by said City to give this bond in connection with the execution of said Contract.

NOW, THEREFORE, if said Principal shall well and truly do and perform all of the covenants and obligations of said Contract on his part to be done and performed at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect:

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either the Principal or the Surety thereunder, nor shall any extension of time granted under the provisions of said Contract release either the Principal or the Surety, and notice of such alterations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hand this _____ day of _____, 20____.

(Seal) _____
Principal

Title

(Seal) _____
Surety

By: _____

Note: Attach Power of Attorney and Notary Forms to Bond

BOND FOR LABOR AND MATERIALS

KNOW ALL MEN BY THESE PRESENTS:

That we, _____

hereinafter referred to as Principal, and

as Surety, are held and firmly bound unto the City of Kingsburg

in the sum of

for lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that,

WHEREAS, said Principal has executed that certain annexed Contract with the City of Kingsburg for furnishing all materials, equipment and labor for the construction of:

**CITY OF KINGSBURG
2021 STREETS PROJECT**

for said City, and is required by said City to give this bond in connection with the execution of said Contract.

NOW, THEREFORE, if the said Principal as Contractor in said Contract, or any of his subcontractors, fails to pay for any materials, provisions, or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Employment Insurance Act with respect to such work or labor, said surety will pay for the same, in an amount not exceeding the sum specified above, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the Court. This bond shall inure to the benefit of any and all persons entitled to file claims under Section 1192.1 of the Code of Civil Procedure of the State of California,

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said Contract shall not in any way release either the Principal or the Surety thereunder, nor shall any extension of time granted under the provisions of said Contract release either the Principal or the Surety, and notice of such alterations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this _____ day of _____, 20_____.

Principal

(Seal)

By: _____
Title

Surety

(Seal)

By: _____

Note: Attach Power of Attorney and Notary Forms to Bond.