

**CONTRACT DOCUMENTS**  
**FOR**  
**2024 CITY PARK IMPROVEMENTS**



**CITY OF KINGSBURG**  
**FRESNO COUNTY, CALIFORNIA**

**MARCH 2024**

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FRESNO COUNTY, CALIFORNIA**

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March 29, 2024

David Peters, PE

Date



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## 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. April 23, 2024** 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:

### **2024 CITY PARK IMPROVEMENTS**

The work to be done consists, in general, includes installation of a City provided pre-fabricated restroom, construction of concrete sidewalk, installation of poured in place rubber surface at three locations, installation of a new shade structure at one location, modification of an existing shade structure at one location, concrete, earthwork clearing and grading, preparation of subgrade and underground utilities.

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](mailto: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.

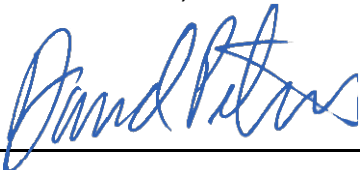
Bids are required for the entire work described herein. Bids will be compared on the basis of sum of all bid schedules.

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 money 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: March 29, 2024



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By: David Peters, City Engineer

**CITY COUNCIL - CITY OF KINGSBURG - STATE OF CALIFORNIA**  
**2024 CITY PARK IMPROVEMENTS**  
**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:

CITY OF KINGSBURG  
ST-23 Curb Gutter and Residential Sidewalk  
W-1 1-Inch & 1 ¼-Inch Water Service Assembly - Street

SELMA-KINGSBURG-FOWLER  
Plate NO. 20 Service Lateral

CALTRANS

and with the Plans for **2024 CITY PARK IMPROVEMENTS** 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 2-1.33, "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 Jobsite 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

**30 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 7-1.20B(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 or 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:

<u>Approach speed of public traffic (Posted Limit) (Miles Per Hour)</u>	<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 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 notify the Engineer at least seven (7) days before starting work in order that the Engineer may take necessary measures to insure the preservation of survey monuments and bench marks. 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**

Contractor shall provide construction stakes or marks as he determines to be necessary to establish the lines and grades required for the completion of the work specified in the specifications, on the plans and in these special provisions. Stakes or marks that are destroyed or damaged during the course of construction shall be replaced at the Contractor's expense.

The Contractor shall preserve property line and corner survey markers, except where their destruction is unavoidable when the Contractor is proceeding in accordance with accepted practice. Monuments that otherwise are lost or disturbed by this operation shall be replaced at the Contractor's expense by a Registered Civil Engineer appropriately licensed for land surveying, or a Licensed Land Surveyor.

Full compensation for providing construction staking or marks shall be considered as included in the various bid items for the work involved and no additional compensation will be allowed therefore.

### **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 installation of new pre-fabricated restroom/equipment unit, construction of concrete sidewalk, installation of poured in place rubber surface at three locations, installation of a new shade structure at one location, modification of an existing shade structure at one location, concrete, earthwork clearing and grading, preparation of subgrade and underground utilities.

All work shall be in accordance with City of Kingsburg Standard Specifications the State of California Department of Transportation Standard Specifications, Selma-Kingsburg-Fowler Sanitation District Standard Specifications, City of Kingsburg Standard Plans, State of California Department of Transportation Standard Plans, and Selma-Kingsburg-Fowler Sanitation District 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 "**2024 CITY PARK IMPROVEMENTS**," 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.

City furnished restroom installation shall be coordinated with Contractor. Contractor shall have personnel onsite during installation of restroom to assist with locating restroom and utility hookups.

## **SECTION 10 – CONSTRUCTION DETAILS**

### **GENERAL**

Order of work shall conform to Section 5-1.05, "Order of Work," of the Standard Specifications and these special provisions.

Once all prerequisites to commencing with physical construction have been completed and approved by the Engineer, the first order of work shall be to replace the wood chips (bark) beneath the play structures at each park location with poured in place (PIP) surfacing per the plans and specifications. The next order of work shall be preparation of the building site for the City supplied restroom. Utility extensions for sewer, water, and electrical shall be constructed. The building pad shall be constructed, per the improvement plans, and per these specifications.

Once the utilities have been extended and the building pad is deemed ready for the restroom installation, under the second order of work, the Contractor shall commence with the remainder of the contract work.

#### **10.01 MOBILIZATION**

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 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.

#### **10.03 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, existing bark, 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.

#### **10.04 STORM WATER POLLUTION PREVENTION**

This section consists of implementing measures to prevent storm water pollution during construction activities, in accordance with Federal, State, and local regulations, and in accordance with Best Management Practices.

The Contractor shall maintain dust and erosion control about the site of work, including any haul roads to or from the site, by whatever means are necessary, such as watering, sweeping, or oiling, so as to cause the least possible dust and erosion nuisance to the public. Any dust and

erosion control measure ordered by the Engineer shall be promptly and immediately carried out.

Before commencing grading, excavation or filling in any part of the site, Contractor shall construct swales, diversion channels, sterilized rice straw inlet protection barriers, sedimentation traps, and other measures to guide runoff away from the work area and to capture eroded material before it reaches natural water courses.

Contractor shall arrange demolition activities to minimize erosion to the maximum practical extent. Clearing, excavation, and grading shall be limited to those areas of the project site necessary for demolition and shall minimize the area exposed and unprotected.

Contractor shall clearly mark and delineate the work limits activities. Equipment shall not be allowed to operate outside the limits of work or to disturb existing vegetation. Excavation and grading shall be completed during the dry season to the maximum extent possible. Furnish, install, maintain and operate necessary control measures and other equipment necessary to prevent erosion. Temporary measures shall be to Contractor's own design and Contractor shall be solely responsible for risks related to the management of erosion control during construction.

The Contractor shall make his own arrangements for and shall provide satisfactory water supply. The Contractor shall furnish his own equipment for transporting and applying water. Such equipment shall meet the approval of the Engineer. Contractor shall obtain an Air Pollution Control permit prior to construction, if required. Contractor shall implement any applicable dust control for construction in accordance with San Joaquin Valley Air Pollution Control District's standard and regulations.

Sediment excavated from temporary sediment control structures shall be disposed on the site with general fill or with topsoil. Sediment shall be allowed to dry out as required before reuse. Any trash shall be removed before reuse.

Contractor shall place the sediment removed from traps and other structures where it will not enter a storm drain or water course and where it will not immediately re-enter the basin.

Temporary control measures shall be removed once grading is completed and slopes have stabilized, and permanent drainage works have been constructed. Contractor shall not breach any temporary control structures until the associated catchment area is complete unless approved by the Engineer.

Erosion control and storm water pollution prevention compliance and utilization of Best Management Practices shall be included in the bid for Dust Control & BMP.

The Contract Price for preparing and implementing the Storm Water Pollution Prevention includes furnishing all labor, materials, tools, equipment & incidentals, and all the work involved in the Storm Water Pollution Prevention as specified in the Standard Specifications, Revised Specifications, and these Special Provisions, and as directed by the Engineer.

#### **10.05 SITE PREPARATION AND GRADING**

This item shall conform to the applicable portions of the plans, these specifications provisions

of Section 10 of the City Standard Specifications.

The contract price paid for Site Preparation and Grading, paid by Lump Sum, includes full compensation for furnishing all labor, materials, tools, equipment, and for doing all work involved in Site Preparation and Grading as shown on the plans, as specified herein and as directed by the engineer, and no additional payment will be made.

#### **10.06      POURED IN PLACE RUBBER SURFACE**

Poured in place rubber surfacing shall be supplied and installed at the locations and with the area identified on the project plans.

#### **REFERENCES**

A. American Society for Testing and Materials (ASTM):

1. ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers-Tension.
2. ASTM D624 Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers.
3. ASTM D2047 Standard Test Method for Static Coefficient of Friction of Polish-Coated Floor Surfaces as Measured by the James Machine.
4. ASTM D2859 Standard Test Method for Flammability of Finished Textile Floor Covering Materials.
5. ASTM E303 Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester.
6. ASTM F1292 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.
7. ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.

#### **SYSTEM DESCRIPTION**

A. Performance Requirements: Provide a 2-layer rubber-urethane playground surfacing system which has been designed, manufactured and installed to meet the following criteria:

1. Shock Attenuation (ASTM F1292):
  - a. Gmax: Less than 200.
  - b. Head Injury Criteria: Less than 1000.
3. Flammability (ASTM D2859): Pass.
4. Tensile Strength (ASTM D412): 60 psi (413 kPa).
5. Tear Resistance (ASTM D624): 140%.
6. Water Permeability: 0.4 gal/yd<sup>2</sup>/second.

7. Accessibility: Comply with requirements of ASTM F1951.

#### SUBMITTALS

- A. General: Submit listed submittals in accordance with Conditions of the Contract and Submittal Procedures Section.
- B. Product Data: Submit manufacturer's product data and installation instructions.
- C. Verification Samples: Submit manufacturer's standard verification samples of 6" x 6" minimum.
- D. Quality Assurance/Control Submittals: Submit the following:
  1. Certificate of qualifications of the playground surfacing installer.
- E. Closeout Submittals: Submit the following:
  1. Warranty documents specified herein.

#### QUALITY ASSURANCE

- A. Qualifications: Utilize an installer approved and trained by the manufacturer of the playground surfacing system, having experience with other projects of the scope and scale of the work described in this section.
- B. Certifications: Certification by manufacturer that installer is an approved applicator of the playground surfacing system.
- C. International Play Equipment Manufacturers Association (IPEMA) certified.

#### DELIVERY, STORAGE & HANDLING

- F. General: Comply with Product Requirement Section.
- G. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- H. Storage and Protection: Store materials protected from exposure to harmful environmental conditions and at a minimum temperature of 40 degrees F (4 degrees C) and a maximum temperature of 90 degrees F (32 degrees C).

#### PROJECT/SITE CONDITIONS

- A. Environmental Requirements: Install surfacing system when minimum ambient temperature is 40 degrees F (1 degree C) and maximum ambient temperature is 95 degrees F (32 degrees C). Exception to the temperature requirements can be made by the manufacturer of the surfacing system. Do not install in steady or heavy rain.

#### WARRANTY

- A. Project Warranty: Refer to Conditions of the Contract for project warranty provisions.

B. Proper drainage is critical to the longevity of the Poured-in-Place surfacing system. Inadequate drainage will cause premature breakdown of the poured system in affected areas; and void the warranty.

1. Warranty Period: Minimum Five (5) years from date of completion of work.

### PLAYGROUND SURFACING SYSTEM

1. Poured-In-Place Primer:
  - a. Material: Urethane.
2. Poured-in-Place Basemat:
  - a. Material: 100% recycled blend of shredded SBR (styrene butadiene rubber) and urethane.
  - b. Basemat Thickness: Minimum 3” at Memorial Park and Downtown Park. Minimum 4” at Heritage Park.
3. Poured-In-Place Top Surface:
  - a. Material: Blend of recycled EPDM (ethylene propylene diene monomer) rubber and aliphatic urethane binder.
  - b. Top Surface Thickness: minimum 1/2", maximum 5/8".
  - c. Color: Mix of Blue and Yellow. Design to be approved during submittal process.
  - d. Dry Static Coefficient of Friction (ASTM D2047): 1.0.
  - e. Wet Static Coefficient of Friction (ASTM D2047): 0.9.
  - f. Dry Skid Resistance (ASTM E303): 89.
  - g. Wet Skid Resistance (ASTM E303): 57.

### MIXES

- A. Required mix proportions by weight:
  1. Basemat: 16+% urethane (as ratio: 14% urethane divided by 86% rubber). 14% urethane, 86% rubber (based on entire rubber & urethane mix).
  2. Top Surface: 22% urethane (ratio: 18% urethane divided by 82% rubber). 18% urethane, 82% rubber (based on entire rubber & urethane mix).

### MANUFACTURER’S INSTRUCTIONS

- A. Comply with the instructions and recommendations of the playground surfacing manufacturer.

### EXAMINATION

- A. Subgrade preparation must be in accordance with surfacing manufacturer’s specification. Class II Aggregate Base Rock will be used for this project.

- B. Proper drainage is critical to the longevity of the Poured-in-Place surfacing system. Inadequate drainage will cause premature breakdown of the poured system in affected areas; and void the warranty.

#### PREPARATION

- A. Surface Preparation: Using a brush or short nap roller, apply primer to the subgrade perimeter and any adjacent vertical barriers such as playground equipment support legs, curbs or slabs that will contact the surfacing system at the rate of 300 ft<sup>2</sup>/gal.

#### INSTALLATION

- A. Do not proceed with playground surfacing installation until all applicable site work, including subgrade preparation, fencing, playground equipment installation and other relevant work, has been completed.
- B. Basemat Installation:
  - 1. Using screeds and hand trowels, install the basemat at a consistent density of 29 pounds, 1 ounce per cubic foot to the specified thickness.
  - 2. Allow basemat to cure for sufficient time so that indentations are not left in the basemat from applicator foot traffic or equipment.
  - 3. Do not allow foot traffic or use of the basemat surface until it is sufficiently cured.
- D. Primer Application: Using a brush or short nap roller, apply primer to the basemat perimeter and any adjacent vertical barriers such as playground equipment support legs, curbs or slabs that will contact the surfacing system at the rate of 300 ft<sup>2</sup>/gal (7.5 m<sup>2</sup>/L).
- E. Top Surface Installation:
  - 1. Using a hand trowel, install top surface at a consistent density of 58 pounds, 9 ounces per cubic foot to a nominal thickness of 1/2".
  - 2. Allow top surface to cure for a minimum of 72 hours for aliphatic resin.
  - 3. At the end of the minimum curing period, verify that the top surface is sufficiently dry and firm to allow foot traffic and use without damage to the surface.
  - 4. Do not allow foot traffic or use of the surface until it is sufficiently cured.

#### PROTECTION

- A. Protect the installed playground surface from damage resulting from subsequent construction activity on the site.

#### **10.07 CLASS II AGGREGATE BASE**

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. Contractor shall place Class II Aggregate Base in the location described in the plans for poured in place rubber installation. Contractor shall make any changes necessary to accommodate poured in

place rubber installation.

The contract unit price paid for Aggregate Base Class II Memorial Park includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Aggregate Base Class II, as shown on the plans, as specified herein, and as directed by the Engineer, and no additional payment will be made.

#### **10.08 CONCRETE SIDEWALK**

This bid item shall be bid per square foot and shall conform to Section 11 of the City Standard Specifications.

Full compensation for all labor, materials, equipment, tools, and incidentals shall be considered as included in the unit price paid for Concrete Sidewalk as specified herein and no additional payment will be made.

#### **10.09 SHADE STRUCTURE INSTALLATION**

This lump sum bid item shall be for furnishing and installing a “USA Shade Pyramid Joined” shade or equal per the dimensions on the plans.

The contract lump sum price paid for shade structure installation shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in shade structure installation, including, but not limited to, installing all support structures, compaction, concrete foundations, mesh shade fabric, anchors, bolts, fittings, connections and any other work necessary for the 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.

#### **10.10 SHADE STRUCTURE EXTENSION**

This lump sum bid item shall be for installing City provided extension parts at each corner of the existing shade structure at Athwal Park. The existing shade fabric shall be removed by the contractor prior to installing the extensions.

The contract lump sum price paid for shade structure modification shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in shade structure modification, including, but not limited to, installing all support structures, shade fabric removal and reinstallation, anchors, bolts, fittings, connections and any other work necessary for the 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.

#### **10.11 1-1/2 INCH WATER SERVICE**

Payment under this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals necessary for constructing Water Services in accordance with the Plans, the Manufactural Plans and Specifications, City Standard W-1, and Section 12 of the City Standard Specifications. Contractor shall have personnel onsite during placement of City

supplied restroom to coordinate connection to 1-1/2 inch water service lateral.

Included in this bid item shall be all excavation, trench preparation, pneumatic piercing/horizontal directional drilling, bedding, fittings, backfill, compaction, testing, disinfection, connection to existing water and other work required to result in a complete and operating water service. This bid item will be paid for Per Each.

#### **10.12 4-INCH SEWER SERVICE**

Payment under this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals necessary for constructing 4" Sewer Services in accordance with the Plans, the Manufactural Plans and Specifications, and Section 13 of the City Standard Specifications. Contractor shall have personnel onsite during placement of City supplied restroom to coordinate connection to sewer lateral with Cleanout.

Included in this bid item shall be all labor, materials, tools, equipment, including furnish and install cleanout, saw cutting, removal and replace of existing concrete in kind, and incidentals and for doing all the work involved in 4-Inch Sewer Service with Cleanout as shown on the plans, as specified in the City Standard Specifications, and as directed by the engineer. This bid item will be paid per Each.

#### **10.13 ELECTRICAL SERVICE**

This item shall consist of furnishing and installation of site electrical, including conduit using directional boring, electrical pull boxes, and conductors and wiring, along the project limits as identified and shall conform to the applicable portions of the plans, these specifications, and in accordance with the provisions of Section 86-2.05, "Conduit", of the Standard Specifications and in accordance with the provisions of Section 19 of the City Standard Specifications and these Special Provisions, and as directed by the Engineer.

All couplings shall be tightened to provide a good electrical and mechanical connection throughout the entire length of the conduit run. The use of threadless or set screw fittings is not allowed. No running threads are permitted.

All conduit ends shall be threaded and capped with standard conduit caps until wiring is started. When the caps are removed the threaded ends shall be provided with approved insulated hot dipped galvanized malleable iron bushings. All bushings in pull boxes, controller or service pedestal shall have lay-in style copper lugs provided for bonding. Non-copper lay-in style lugs that are cast integral with the bushing are also acceptable.

It shall be the privilege of the Contractor, at his own expense, to use larger size conduit if desired, and where larger size conduit is used, it shall be for the entire length of the run from outlet to outlet. No reducing couplings will be permitted.

All conduit shall be laid to a depth of not less than twenty-four inches nor greater than thirty-six inches below the curb grade in the sidewalk areas and from the finished surface in street areas.

Conduits in sidewalk areas parallel to the curb shall not be installed more than twenty-four inches from inside of curb line toward property line.

Conduit shall be placed under existing pavement by directional boring and jacking method. Pavement shall not be disturbed without the written permission of the Engineer and then only in the event insurmountable obstructions are encountered. Excessive use of water, such that pavement might be undermined, or subgrade softened, will not be permitted.

Conduit in pull boxes shall not extend more than two inches inside the box wall. No conduit may enter the pull box from the bottom unless approved by the Engineer. No conduit or utility shall pass through a signal, controller or street light base or pull box except the conduit which terminates within the base or pull box.

Contractor shall have personnel onsite during placement of City supplied restroom to coordinate connection to Electrical Service Conduit & Boxes.

The contract price paid for Electrical Service Conduit & Boxes shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in Electrical Service Conduit & Boxes as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. This bid item will be paid per Lump Sum.

#### **10.14 MISCELLANEOUS FACILITIES AND OPERATIONS**

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, relocation of existing outlet near new bathroom, coordinating with other agencies street sweeping/vacuuming, furnishing signs, posts and connections, irrigation sleeves, 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.

#### **10.15 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**

**2024 CITY PARK IMPROVEMENTS**

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**  
**2024 CITY PARK IMPROVEMENTS**

Bidder: \_\_\_\_\_

**BID SCHEDULE 'A' – Memorial Park Restroom and Athwal Park Shade Structure Extension**

Item No.	Quantity	Unit	Item Description	Unit Price	Total Amount
1	1	LS	Mobilization (\$8,000 Maximum)	_____	_____
2	1	LS	Dust Control	_____	_____
3	1	LS	Clearing and Grubbing	_____	_____
4	1	LS	Storm Water Pollution Prevention	_____	_____
5	1	LS	Site Preparation and Grading	_____	_____
6	25	TN	Aggregate Base Class II <sup>(F)</sup>	_____	_____
7	620	SF	Concrete Sidewalk	_____	_____
8	1	EA	1-1/2 Inch Water Service	_____	_____
9	1	EA	4-Inch Sewer Service	_____	_____
10	1	LS	Electrical Service	_____	_____
11	1	LS	Shade Structure Extension	_____	_____
12	1	LS	Miscellaneous Facilities and Operations	_____	_____
13	1	LS	Supplemental Work	<u>\$25,000</u>	<u>\$25,000</u>

<sup>(F)</sup> – Final Pay Quantity

**Total: \$** \_\_\_\_\_

The Total Amount of Bid Schedule A is

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents. (in words)

**BID SCHEDULE 'B' – Memorial Park and Downtown Park Poured-in-Place Rubber**

Item No.	Quantity	Unit	Item Description	Unit Price	Total Amount
1	1	LS	Mobilization (\$5,000 Maximum)	_____	_____
2	1	LS	Dust Control	_____	_____
3	1	LS	Clearing and Grubbing	_____	_____
4	9,015	SF	Poured in Place Rubber Surface	_____	_____
5	220	TN	Aggregate Base Class II <sup>(F)</sup>	_____	_____
6	1	LS	Miscellaneous Facilities and Operations	_____	_____
7	1	LS	Supplemental Work	<u>\$12,000</u>	<u>\$12,000</u>

<sup>(F)</sup> – Final Pay Quantity

**Total: \$** \_\_\_\_\_

The Total Amount of Bid Schedule B is

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents. (in words)

**BID SCHEDULE 'C' – Heritage Park Improvements**

Item No.	Quantity	Unit	Item Description	Unit Price	Total Amount
1	1	LS	Mobilization (\$10,000 Maximum)	_____	_____
2	1	LS	Dust Control	_____	_____
3	1	LS	Clearing and Grubbing	_____	_____
4	4,440	SF	Poured in Place Rubber Surface	_____	_____
5	110	TN	Aggregate Base Class II <sup>(F)</sup>	_____	_____
6	1	EA	Shade Structure Installation	_____	_____
7	1	LS	Miscellaneous Facilities and Operations	_____	_____

<sup>(F)</sup> – Final Pay Quantity

**Total: \$** \_\_\_\_\_

The Total Amount of Bid Schedule C is

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents. (in words)

**Bid Schedule Summary**

Bid Schedule A: \_\_\_\_\_

Bid Schedule B: \_\_\_\_\_

Bid Schedule C: \_\_\_\_\_

**Total:** \_\_\_\_\_

The Total Amount of Bid Schedules A+B+C 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: 2024 CITY PARK IMPROVEMENTS  
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: 2024 CITY PARK IMPROVEMENTS  
CITY OF KINGSBURG**

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

\_\_\_\_\_  
(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: 2024 CITY PARK IMPROVEMENTS  
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: 2024 CITY PARK IMPROVEMENTS  
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)

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

**PROJECT: 2024 CITY PARK IMPROVEMENTS  
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, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

\_\_\_\_\_  
(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.

(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: 2024 CITY PARK IMPROVEMENTS**

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:

### 2024 CITY PARK IMPROVEMENTS

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**

**2024 CITY PARK IMPROVEMENTS**

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**  
**2024 CITY PARK IMPROVEMENTS**

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\_\_\_\_.

\_\_\_\_\_  
Principal

(Seal)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Surety

(Seal)

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

Note: Attach Power of Attorney and Notary Forms to Bond  
*City of Kingsburg – 2024 City Park Improvements*

**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**  
**2024 CITY PARK IMPROVEMENTS**

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

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

(Seal)

\_\_\_\_\_  
Surety

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

(Seal)

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

## FEDERAL WAGE DECISION

The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in General Decision Number CA20240018 with Modification Number 9, Dated March 15, 2024, which is incorporated in these Specifications by this reference as if fully set forth herein and which can viewed at: <https://sam.gov/wage-determination/CA20240018/9>.

Said Federal Wage Decision, may also be examined at Peters Engineering Group at 862 Pollasky Avenue, Clovis, CA 93612. Addenda to modify the reference to federal minimum wage rates reflect revisions thereto, if necessary, will be posted on the City of Fowler's website.

## TECHNICAL SPECIFICATIONS