

CITY OF LEMOORE

2024 ANNUAL ROAD MAINTENANCE PROJECT

NOTICE TO CONTRACTORS, BID PROPOSAL, GENERAL
PROVISIONS, SPECIAL PROVISIONS, AND CONTRACT

PROJECT NUMBER: 224-013

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TECHNICAL SPECIFICATIONS

Under Separate Cover & Documents may be downloaded with the following links:

- City of Lemoore - Standard Specifications for Public Works Improvements Dated October 2003
https://lemoore.com/wp-content/uploads/2018/03/lemoore_standard_specifications.pdf
- Caltrans Standard Specifications 2022
https://dot.ca.gov/-/media/dot-media/programs/design/documents/2023_stdspecs-a11y.pdf

**CITY OF LEMOORE
State of California**

NOTICE TO CONTRACTORS

Sealed proposals will be received at the office of the City Clerk, City Hall, 711 W Cinnamon Drive, Lemoore, CA 93245 until 2:00 p.m., **Thursday, June 13th, 2024**, and promptly thereafter all proposals that have been duly received will be publicly opened and read aloud for furnishing to said City all labor, materials, equipment, transportation, and services necessary to perform work as follows:

**CITY OF LEMOORE
2024 ANNUAL ROAD MAINTENANCE PROJECT**

Instructions to bidders, plans, specifications, and proposal forms may be inspected at the office of the A&M Consulting Engineers, 220 N Locust Street, Visalia, CA 93291, and copies of said documents may be obtained through said office upon request. Distribution of documents shall be through electronic copy in PDF format and is available for no cost by calling 559-429-4747.

If requested, hard copies of plans and specifications can be made for a fee of \$150.00. No bid will be received unless it is made on the proposal form furnished by the city. Special attention to prospective bidders is called to the "Instruction to Bidders", for full directions as to bidding. Any questions regarding this project during the bidding phase shall be directed to the Project Engineer, Mr. Orfil Muniz, PE at 559-429-4747, or emailed to orfil@am-engr.com and he will field the questions and provide the clarification or answer to your questions.

Engineer's Estimate:

The probable construction cost is estimated to be \$1,440,900.

A non-mandatory pre-bid meeting will be held at the Public Works Office, 711 W Cinnamon Drive, Lemoore, California on **Wednesday, May 29th, 2024, at 10:00 a.m.**

A certified check, cashier's check, or bidder's bond in the amount of ten percent (10%) of the bid made payable to the City of Lemoore will be required to accompany each proposal. The form of the bidder's bond shall be that which is supplied by the City.

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 ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided in Section 1773.8, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done. These rates shall be a part of the Contract and are on file in the office of the City Engineer and will be made available to any interested person on request. The State Wage Determinations can also be viewed online at www.dir.ca.gov. The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

All bids are to be compared on the basis of the Project estimate of the quantities of work to be done. The City of Lemoore reserves the right to reject any or all bids and to waive any informality in any bid received not affected by law. Proposals received after the time announced for the bid opening will not be considered. No bidder may withdraw their bid after the time announced for the bid opening, for a period of ninety (90) days thereafter.

The project, if awarded, will be based upon all work contemplated in the Base Bid. After selection by the City, alternate bid items may be added to the Base Bid, if any. The City reserves the right to perform any combination of work detailed in the base bid plus alternate bids based on available funds.

The City of Lemoore further reserves the right to delete such portions of the work as it deems necessary or expedient and the right to perform such portions of the work by force account as it deems necessary to expedite the completion of the project. The Contractor is expected to coordinate his work with that of City forces to cause the least delay in the completion of the Contract.

No bids will be accepted from a Contractor who has not been licensed in accordance with the provisions of Chapter 9, Division 3 of the Business and Professions Code. The proper classification required to perform this Contract is "A", General Engineering Contractor, or a combination of specialty licenses that would include all items of work.

The successful bidder shall furnish a payment bond and a performance bond.

City reserves the right to temporarily retain five percent (5%) from each payment to Contractor pursuant to California Public Contract Code § 7201 until the City determines that all work and other requirements of this Contract are complete. Pursuant to Public Contract Code § 22300, the contract will contain provisions permitting the successful bidder to substitute securities for any moneys withheld by the City to ensure full performance of the Contract. Contractor may elect to receive 100 percent of payments due under the Contract documents from time to time, without retention from any portion of the payment by the City, by depositing securities of equivalent value with the City in accordance with the provisions of Section 22300 of the California Public Contract Code. Such securities, if deposited by the Contractor, shall be valued by the City, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in Section 22300 and Section 16430 of the California Government Code.

The contract Time for the Project Construction shall be **forty-five (45) working days** from the date established in the Owner's Notice to Proceed following City approval. The project will need to be completed before the end of the 2024 calendar year.

Frank Rivera, Public Works Director

INSTRUCTION TO BIDDERS

Bids, submitted to the City of Lemoore for consideration must be made in accordance with the following instructions.

1. Bid

To receive consideration bids shall be made in accordance with the following instructions:

- (a) The bid shall be made upon the forms therefore obtained from the office of A&M Consulting Engineers, 220 N Locust Street Visalia, CA 93291 with all items completely filled out; numbers shall be stated both in writing and in figures with written numbers taking precedence, and the signatures of all persons signing shall be in longhand. The completed form should be without interlineations, alterations or erasures.
- (b) The bid shall not contain any recapitulation of the work to be done; alternative bids will not be considered, unless called for. No oral, telegraphic or telephonic bids or modifications will be considered.
- (c) The bidder's attention is directed to-Section 2-1.06, "Rejection of Proposals" of the Caltrans Standard Specifications which states that proposals may be rejected under certain circumstances including any alteration of form, additions not called for, or irregularities of any kind. Accordingly, a proposal may be rejected if it contains bid items with more than one unit price, more than one extension price, or additional bid items such as sales tax. The bidder's unit prices, extension prices, subtotals and totals should be interested as indicated on the form.
- (d) The bidder's attention is directed to Section 7-1.03, "Payment of Taxes" of the Caltrans Standard Specifications which states that the contract price paid for the work includes full compensation for all taxes the Contractor is required to pay. Taxes should not be added as a separate bid item.
- (e) Before submitting a bid, Contractor shall carefully examine the Plans, read the Specifications, and the form of Agreement, shall visit the site of the work and shall fully inform themselves as to all existing conditions and limitations, and shall include in the bid a sum to cover the cost of all items included in the Contract.
- (f) The bid shall be delivered to the office of the City Clerk, City Hall, 711 W Cinnamon Drive, Lemoore, CA 93245 on or before the day and hour set for the opening of bids in the advertised Notice to Contractors, enclosed in a sealed envelope upon which shall be written the title of the work and the name of the business and the address of the bidder.
- (g) It is the bidder's sole responsibility to see that his proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

- (h) The bid may be withdrawn by the bidder by means of a written request, signed by the bidder or his properly authorized representative. Such written request must be delivered to the place stipulated in the Notice to Contractors for receipt of bids prior to the scheduled closing time for receipt of bids.

2. Bidder's Bond

Each bid must be accompanied by one of the following forms of bidder's security in the amount of 10% of the amount bid: (1) cash; (2) a cashier's check made payable to the City; (3) a certified check made payable to the City; or (4) a bidder's bond executed by an admitted surety insurer, made payable to the City.

3. Business Address (Communications)

Bidders shall furnish the City, their business and street addresses, and any communications directed to either address so given or to the address listed on the bidder's sealed bid envelope and deposited in the U.S. Postal Service shall constitute a legal service thereof upon the bidders.

4. Examination of Plans, Specifications, Contract and Work Site

Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work will be performed.

Each bidder shall examine carefully the site of the work contemplated, the plans and specifications, and the bid contract forms therefore. The submission of a bid shall be conclusive evidence that the bidder has investigated and satisfied himself as to the conditions to be encountered, the character, quality and scope of work to be performed, the quantities of materials to be furnished, and the requirements of the Plans, Specifications and Contract.

5. Discrepancies and Omissions

Should bidder find discrepancies in, or omissions from, the Plans, Specifications or Contract documents, (all of which by reference are made a part hereof) or should be in doubt as to their meaning, he should at once notify the City, and Engineer and thereafter written instructions concerning such discrepancies or omissions will be mailed to all those prospective bidders that evidence interest in the project by requesting a bid form, if time permits. Neither the City, nor the Engineer, will be responsible for oral instructions.

6. Addenda

Addenda issued by the Engineer interpreting or changing the Plans and Specifications or answering questions of intended bidders as may arise, including all modifications thereof shall be incorporated in the Bid Proposal. Bidder shall sign and date the Addenda and submit them with his Bid Proposal.

7. Agreement and Bonds

The Contract Documents include, among other items, the Contract, the Notice to Contractors, Bid Proposal, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications, Plans, Standard Specifications, Insurance Certificates, Various Certifications, and the Performance Bond and Payment (Labor and Materials) Bond. Prior to commencing work, the successful bidder must execute the Contract and furnish the required bonds. All bonds must conform to all applicable statutory requirements and be issued by good and sufficient sureties acceptable to the City. The penal sum of the Performance Bond will be in the amount of 100% of the contract price. The penal sum of the Payment (Labor and Materials) Bond will be in the amount of 100% of the contract price. The proposed forms of the Agreement and the Bonds are reproduced later in this Specification.

8. Opening Bids

All bids will be opened at the time and place set forth in the advertised Notice to Contractors. Bidders or their representatives, and other interested persons, may be present at the opening of bids.

9. Award or Rejection of Proposal

The City reserves the right to reject any and all bids. Subject to this right to reject bids, the Contract will be awarded to the responsible bidder submitting the lowest responsive bid on the basis of the Base Bid. Each bid proposal must contain all required documents and forms completed, signed, and if required, properly acknowledged. By submitting a bid, a bidder acknowledges that the failure to complete and supply all the information requested on the bid forms is a sufficient basis for the City to reject the bid as non-responsive. The City reserves the right to waive any irregularity in bids received.

The award of the work, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be made within 5 days after the opening of the bids. If the lowest responsible bidder refuses or fails to execute the Contract, the City may award it to the second lowest responsible bidder. Such award, if made, will be made within 30 days after the opening of the bids. If the second lowest responsible bidder refuses or fails to execute the Contract, the City may award it to the third lowest responsible bidder. Such award, if made, will be made within 30 days after the opening of the bids. These time periods for award of the Contract shall be subject to extension for such further periods of time as may be agreed upon in writing by the City and the bidder concerned.

10. Submittal of More than One Proposal

More than (1) proposal from an individual, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one (1) proposal for the work completed will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected and none of the participants in such collusion will be considered in future proposals.

11. Prevailing Wages Notice [Labor Code § 1771.5(b)(1).]

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 ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided in Section 1773.8, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done. These rates shall be a part of the Contract and may be viewed online at www.dir.ca.gov. The Contractor will be responsible for paying the State Wage Determinations for any trade.

12. Examination of the Site

The Bidder shall examine the site prior to submission of their Bid. The Bidder must familiarize itself of all site conditions which exist and which must be accounted for during the performance of the work, and the Bidder must include in its Bid all such costs for such miscellaneous site work, including underground investigations. Cost for this examination work shall be the responsibility of the Bidder and no compensation shall be made therefor.

13. RFI, Alternate, or Equal Submission Requests

Request for Information, alternates, or equal submission requests shall be submitted to A&M Consulting Engineers, no later than **May 30th, 2024, 5:00 p.m.** PST.

14. Registration with Department of Industrial Relations

As noted in the Special Provisions, all prime contractors and sub-contractors must have a current registration with the Department of Industrial Relations at the time bids are received and throughout the duration of the project. For bidders whose prime contractors or sub-contractors are not registered at the time of bid submittal, bids will be deemed non-responsive unless the said contractors register within 24 hours of bid opening or the subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code, as provided in Labor Code § 1771.1(c)(3). Information and registration materials may be found at the DIR website at:

WWW.dir.ca.gov/Public-Works/PublicWorksLawsRegsDetDec.html

and

<https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm>

15. Project Schedule

The project is scheduled to be completed within **(45) working days**. The project will need to be completed before the end of the 2024 calendar year.

SECTION ONE

GENERAL PROVISIONS

1.1 Standard Specifications

The work embraced herein shall be done in accordance with the California State Transportation Agency Department of Transportation (Caltrans) 2022 Standard Specifications, which Specifications are hereinafter referred to as the Standard Specifications.

Work embraced herein shall also be done in accordance with these Plans and Specifications and the Standard Specifications and Designs of the City of Lemoore and the City of Lemoore Public Improvement Standards, hereinafter referred to as the City Standards. Any conflicts between these project Specifications and the City Standards shall immediately be brought to the attention of the Engineer. Generally, these project Specifications shall govern and take precedence over the City Standards.

1.2 Terms

Whenever in the Standard Specifications, or in any documents where these Specifications govern, the following terms are used, they shall be understood to mean and refer to the following:

AASHTO The latest revised specifications of the American Association of State Transportation and Highway and Transportation Officials.

ASTM The latest revised specifications of the American Society for Testing Materials.

Department of Public Works, or Department of Transportation – Public Works Department of the City of Lemoore

Director of Public Works - The Public Works Director of the City of Lemoore

Engineer - The City Engineer of the City of Lemoore acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Laboratory - The designated Laboratory authorized by the City of Lemoore to test materials and work involved in the Contract.

State - The State of California

City - The City of Lemoore acting through City Council

Owner - The City of Lemoore

Contractor - The person, firm or corporation entering into the Contract with the Local Public Agency to construct and install the improvements embraced in these Specifications and accompanying plans/drawings.

Other terms appearing in the Standard Specifications, the general provisions, and the special provisions shall have the intent and meaning specified in Section 1, Definition of Terms of the Standard Specifications.

1.3 Proposal Forms

All proposals must be made upon blank forms to be obtained from the City Clerk. All proposals must give the prices proposed, both in writing and figures, and must be signed by the bidder, with his address. If the proposal is made by an individual, his name and post office address must be shown. If made by firm or partnership, the name and post office address of each member of the firm or partnership must be shown. If made by a corporation, the proposal must show the name of the state under the laws of which the corporation was chartered and the names, titles and business addresses of the president, secretary, and treasurer.

1.4 Bidder's Guaranty

All bids shall be presented under sealed cover and shall be accompanied by cash, cashier's check, certified check, or bidder's bond, made payable to the City of Lemoore for an amount equal to at least ten percent (10%) of the amount bid for the work.

1.5 Additional Bid Forms:

The following forms shall also be included with all bids:

- A. Completed Statement of Licensure (Page PF-2)
- B. Bidder's List of Subcontractors (Page PF-6)
- C. Noncollusion Affidavit (Page PF-7, PF-8)
- D. Information Required of Bidder (Page PF-9, PF-10)
- E. Certificate Regarding Worker's Compensation (Page PF-11)

1.6 Rejection of Proposals

Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures, or irregularities of any kind.

The right is reserved to reject any and all proposals.

1.7 Award of Contract

The award of the Contract, if it be awarded, will be made within five (5) days after the opening of the proposals but may be awarded within thirty (30) days if the original lowest bidder fails to timely proceed with the contracting process. The award shall be made to the lowest, responsive, responsible Bidder based upon the Base Bid price.

1.8 Return of Bidder's Guaranties

Within ten (10) days after the award of the Contract, the City Clerk will return the proposal guaranties accompanying such of the proposals which are not to be considered in making the award. All other proposals guaranties will be held until the Contract has been finally executed, after which they will be returned to the respective bidders whose proposals they accompany.

1.9 Contract Bonds

The successful Contractor shall furnish three copies each of the two bonds required by the State Contract Act. One of the said bonds shall guarantee the faithful performance of the work by the Contractor; and the other of the said bonds shall secure the payment of claims for labor and materials. The said performance bond shall be executed in a sum equal to at least 100% of the Contract price and the said bond for labor and materials shall be executed in a sum equal to at least the Contract price.

The performance bond shall remain in effect for the one year maintenance/warrantee period, unless a maintenance bond is offered to and accepted by the City.

1.10 Execution of Contract

Three (3) original copies of the Contract shall be signed by the successful bidder and returned, together with the Contract bonds, within fifteen (15) calendar days, including Sundays and legal holidays, after the bidder has received Notice that the Contract has been awarded. No proposal shall be considered binding upon the City until the execution of the Contract.

The Contractor shall not commence work until the City has signed the Contract and issued a "Notice to Proceed" to the Contractor. Contractor shall commence work on the date specified for start of work in said Notice and shall diligently prosecute the total work involved to completion within the allotted Contract time.

Failure to execute a Contract and file acceptable bonds as provided herein within fifteen (15) calendar days, including Sundays and legal holidays, after the bidder has received Notice that the Contract has been awarded, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

The Contractor shall submit to the Engineer for approval, seven (7) days in advance of the start of work, a schedule indicating the dates the various operations involved in this construction will be started and finished. Once the Engineer has approved the schedule of work, the Contractor shall adhere to the schedule as far as is practical. The Engineer shall be notified of any major variations from the approved schedule. Compensation for preparing, submitting, modifying the schedule for the Engineer's approval, and adhering to the schedule of work as approved and amended shall be included in the price paid for other items of work.

1.11 Bid Prices

The bidder shall include the entire cost of the work in his bid prices, and it is understood and agreed that there is included in such prices the cost of labor, materials and equipment and all incidental expense of whatever nature necessary to complete the work contemplated in the Plans, General Provisions, Special Provisions and Technical Specifications, and that no further payment will be made therefore, except where force account work is authorized by the City.

1.12 Alterations

By mutual consent in writing of the parties signatory to the Contract, alterations or deviations, increases or decreases, additions or omissions, in the Plans and Specifications may be made and the same shall in no way affect or make void the Contract.

The City reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work as may be deemed necessary or expedient by the Engineer.

Whenever an article, or any class of materials is specified by the trade name or by the name of any particular patentee, manufacturer or dealer, or by reference to the catalog of any such manufacturer or dealer, it shall be taken as intending to mean and specify the article or material described or any other approved 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 aspect to those mentioned herein. The City shall make the determination of whether a proposed article is an equal to the article specified; his determination shall be final.

1.13 Removal of Obstructions

The Contractor shall remove and dispose of all structures, debris, or other obstructions of any character to the construction of the proposed work, if and as required by the Engineer. The Contractor shall remove and dispose of all existing facilities, designated by the Engineer as obstructions to the proper completion of the work. In addition, and as to areas immediately adjacent to and impairing the use of public right-of-ways, Contractor shall diligently carry on clean-up operations during the performance of the Contract so as to maintain the such area in a neat and orderly fashion.

1.14 Public Utilities

The Contractor shall cooperate with the Public Utilities who will be engaged on related or adjacent work for the City and he shall so conduct his operations so as not to interfere with such work, nor to injure or damage such work.

The fact that any underground facility is not shown on the Plans shall not relieve the Contractor of his responsibility in protecting such underground facilities from injury or damage. It shall be the Contractor's responsibility to ascertain the existence of any underground improvements or facilities which may be subject to damage by reason of his operations. Prior to commencing any excavation, the Contractor shall notify Underground Service Alert (USA) and such other utility agencies as may be known to exist in the area so as to allow them adequate time to properly mark the approximate locations of their facilities in the field. Contractor shall also understand and ensure compliance with all applicable provisions of the Dig Safe Act of 2016, including requirements that the Contractor shall: (1) ensure that all areas to be excavated shall be delineated in accordance with all applicable laws before notifying USA, unless otherwise not required pursuant to a continuous excavation ticket or other exemption; and (2) amend, update, maintain and preserve all plans and records for subsurface installations as that information becomes known.

1.15 Maintenance

The Contractor shall at his own expense make all necessary repairs and replacements to remedy in a satisfactory manner any and all defects due to faulty materials or workmanship in the work, or due to other failure to comply with the Specifications, when such defects occur in any part of the work done under the Contract, provided that such defect or defects be detected within one (1) year following the date of acceptance of the work.

Should the Contractor, after written notification by the Engineer fail to remedy promptly any such defect occurring as set forth above or should the best interest of the City require an immediate remedy without the delay incident to such notification, the City may cause such repairs, replacements or other remedy to be

made, and the expense so incurred shall be chargeable to, and shall be paid by the Contractor.

Nothing in this section shall be construed as a waiver, or impairment of any of the City's rights under the Contract, or of any other recourse provided by law.

1.16 Plans

No changes shall be made of any plan or drawing after the same has been approved by the Engineer, except by direction of the Engineer.

The Exhibits and Specifications shall be regarded as complementary to each other and any requirements stipulated in one, although not mentioned in the other, shall be binding upon the Contractor as if included in both.

Working drawings or plans for any project site not included in the Plans furnished by the Engineer shall be approved by the Engineer before any work involving these Plans shall be performed, unless approval be waived in writing by the Engineer.

1.17 Lines and Grades

The City will provide staking as required. See Section 2.08 of the Special Provisions, in these Contract Documents, for further instructions.

The Contractor shall preserve all stakes and points set for lines, grades, or measurements of the work in their proper places until authorized to remove them by the Engineer. All expenses incurred in replacing stakes that have been removed without proper authority shall be paid by the Contractor.

1.18 Inspection

Whenever the Contractor varies the period during which work is carried on each day, he shall give due Notice to the City, so that proper inspection may be provided. Any work done in the absence of the Engineer will be subject to rejection.

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the contract as prescribed. Defective work shall be made good and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Engineer and accepted or estimated for payment.

1.19 Final Inspections

Whenever the work provided and contemplated by the Contract shall have been satisfactorily completed and the final cleaning up performed, the Engineer will

make the final inspection. When he is satisfied that the Contract has been fulfilled, he will recommend that the City accept the project as completed.

1.20 Test

The Contractor may be required to test and furnish test results for any and all materials used, as the Engineer may deem necessary to assure the acceptability of said materials, in accordance with accepted testing procedures for the specific material uses.

1.21 Programming Work and Maintaining Traffic

The Contractor shall furnish, erect and maintain signs as necessary to give adequate warning to the public at all times that work is under construction and of any dangerous conditions to be encountered as a result thereof, and he shall also erect and maintain such warning and directional signs as required by the City. No additional payment shall be made for conformance to the provisions of this section, unless otherwise specified in the Special Provisions.

Temporary crossings, when provided, shall be maintained in good condition. Not more than one cross or intersecting street or road shall be closed at any one time without the approval of the Engineer.

1.22 A. Public Liability Insurance: As a condition precedent and prior to commencement of the work to be performed pursuant to this Contract, the Contractor shall furnish to City a certificate of insurance with separate endorsements evidencing the following minimum insurance coverages:

1. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. General aggregate limit shall be \$2,000,000.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

With respect to Item 1 above, such insurance shall include products/completed operations, liability, Owner's and Contractor's protective, blanket contractual liability, personal injury liability, broad form property damage coverage and explosion, collapse and underground hazard coverage.

With respect to Item 1, and 2 above, said insurance shall name the City, its appointed and elected officials, officers, employees and agents as additionally

insureds; and be primary with respect to any insurance or self-insurance programs maintained by the City, and shall protect them from claims for personal injury, death or property damage suffered by third persons or by officers, employees and agents of the Contractor, and arising out of or in connection with the work which is the subject of this Contract. Notwithstanding any inconsistent statement in the insurance policy or certificate or any subsequent endorsement attached thereto, the City shall be insured or named as an additional insured covering the work which is the subject of this Contract, for liability that is attributable to the Contractor or to the passive or active negligence of the City.

With respect to Item 3 above, the insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and agents for losses arising from work performed by the Contractor for the City.

Insurance is to be placed with insurers with a Bests' rating of no less than A:VII. Insurers must declare all deductibles and self-insured retentions.

All liability insurance policies shall be in effect on the date the work is commenced and shall expire no sooner than one (1) year after the date on which the work is completed and accepted by the City. The cost of providing these insurance requirements shall be borne by the Contractor. All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the City shall be notified by registered mail, return receipt requested, giving it sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than thirty (30) days before the expiration or cancellation is effective.

The Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this section. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the City and are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Maintenance of proper insurance coverages is a material element of this contract and failure to maintain or renew coverages or to provide evidence of renewal may be treated by the City as a material breach of contract.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

B. Indemnification: The Contractor hereby agrees to and shall defend, protect, indemnify and hold harmless the City and all officers, agents, representatives and employees thereof from any and all liability, claims or damages of whatsoever kind or character, including attorneys' fees and costs of all types incurred in defense of any of the said parties from said claims or liability, because or arising out of, directly or indirectly, the acts or omissions of the Contractor, Contractor's subcontractors, employees, representatives, agents and invitees, and the passive or active negligent acts or omissions of the City or its officers, employees and agents while acting within the scope of their duties regarding the work to be performed pursuant to this Contract. Said indemnification and hold harmless provisions shall be in full force and effect regardless of whether or not there shall be insurance policies covering and applicable to such damages, claims or liability. This Contract shall be binding upon the Contractor whether or not there are any allegations of fault, negligence or liability of the indemnities hereunder. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

The Contractor agrees that the use of any and all public streets and improvements which are part of or subject to this Contract shall be at all times, prior to the final acceptance by the City, the sole and exclusive risk of the Contractor. The Contractor further specifically agrees that Contractor shall indemnify and hold free of any liability the City for any accident, loss or damage to the work which is the subject of this Contract prior to its completion and acceptance by the City.

C. Workers' Compensation: Pursuant to the requirements of Section 1860 of the Labor Code, the Contractor will be required to secure the payment of Workers' Compensation to his employees in accordance with provisions of Section 3700 of the Labor Code.

Prior to the commencement of work, the Contractor shall sign and file with the Director of Public Works a certification in the following form: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

Said certification is included in the Contract, and signature and return of the Contract as provided in Section 1.10, "Execution of Contract", shall constitute signing and filing of the said certificate.

1.23 Responsibility of City

The City shall not be held responsible for the work prior to final acceptance, except as expressly provided in these Specifications.

The Contractor shall indemnify and hold and save harmless City and the Engineer from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained by or arising from the construction of the work in consequence thereof. The City may retain so much of the money due the Contractor as shall be considered necessary until disposition has been made of such suits or claims for damages as aforesaid.

1.24 Beginning of Work, Time of Completion, and Liquidated Damages

The Contractor shall begin work after receiving the Notice to Proceed that the Contract has been approved and shall diligently prosecute the same to completion before the expiration of sixty (30) working days after the date of said approval for the Total Bid. It is agreed by the parties of the Contract that in case all the work called for under the Contract is not completed before or upon the expiration of the time limit as set forth in these Specifications, damage will be sustained by the City and that it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay the City the sum of One Thousand dollars (\$1,000.00) per day for each and every day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City may deduct the amount thereof from any money due or that may become due the Contractor under the Contract.

1.25 Suspension of Contract

If at any time in the opinion of the City the Contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the Contract, Notice thereof in writing will be served upon him and should he neglect or refuse to provide means for a satisfactory compliance with the Contract, as directed by the Engineer, within the time specified in such Notice, the City in any such case shall have the power to suspend the operation of the Contract. Upon receiving Notice of such suspension, the Contractor shall discontinue said work, or such parts of it as the City may designate. Upon such suspension, the Contractor's control shall terminate and thereupon the City or its duly authorized representative may employ other parties to carry out the Contract to completion, employ the necessary workmen, substitute other machinery or materials, and purchase materials contracted for, in such manner as the City may deem proper; or the City may annul and cancel the Contract and delete the work or any part thereof. Any excess of cost arising therefrom over and above the Contract price will be charged against the Contractor and his sureties who will be liable therefore. In the event of such suspension, all money due the Contractor shall be forfeited to the City; but such forfeiture will not release the Contractor or his sureties from liability or failure to fulfill the Contract. The Contractor and his sureties will be credited with the amount of money so forfeited toward any excess

of cost over and above the Contract price, arising from the suspension of the operations of the Contract and the completion of the work by the City as above provided, and the Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

In the determination of the question whether there has been any such non-compliance with the Contract as to warrant the suspension annulment thereof, the decision of the City shall be binding on all parties to the Contract.

1.26 Right-of-Way

The right-of-way for the work to be constructed will be provided by the City. The Contractor shall make his own arrangements, and pay all expenses for additional area required by him outside of the limits of right-of-way unless otherwise provided in the Special Provisions.

1.27 Measurement

Payment for work done under this Contract shall be earned and made on the basis of the sums as calculated from the finally measured quantities of work done and the agreed unit and lump sum prices as set forth on the Bidder's Sheet of the Proposal. Wherever work called for and described in the Plans, the Technical Specifications and Special Provisions is not specifically covered in the bid items, payment for such work shall be considered as being included in the other Contract items. No additional payment will be made for any work shown or described in the Plans, General Provisions, Technical Specifications and Special Provisions but not covered under bid items. No adjustment in unit prices for any item of work will be made for increases or decreases in the Contract quantity for said item.

1.28 Progress Payments

The City shall, once in each month, cause an estimate in writing to be made by the Contractor, subject to the review of the Engineer, of the total amount of the work done and the acceptable materials furnished and delivered by the Contractor on the ground and not used, to the time of such estimate, and the value thereof. The City shall retain five percent (5%) of such estimated value of the work done and fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused as aforesaid as part security for the fulfillment of the Contract by the Contractor, and shall monthly pay to the Contractor, while carrying on the work, the balance not retained as aforesaid, after deducting therefrom all previous payments and all sums to be kept, or retained under the provisions of the Contract. No such estimate or payment shall be made, when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the Contract, or when in his judgment the total value of the work done since the last estimate amounts to less than five hundred dollars (\$500.00).

1.29 Final Payment

The final payment shall not be due and payable until the expiration of thirty-five (35) days from the date of acceptance of the work by the City and the filing of the Notice of Completion by the City.

It is mutually agreed between the parties to the Contract that no certificate given or payments made under the Contract, shall be conclusive evidence of the performance of the Contract, either wholly or in part, against any claim of the party of the first part, and no estimate or payment shall be construed to be an acceptance of any defective work or improper materials. And the Contractor further agrees that the payment of the final amount due under the Contract, and the adjustment and payment for any work due in accordance with any alterations of the same, shall release the City and the Engineer from any and all claims, or liability on account of work performed under the Contract or any alteration thereof.

1.30 Extra and Force Account Work

Extra work as defined in Standard Specifications, when ordered and accepted shall be paid for under a written work order in accordance with the terms therein provided. Payment for extra work will be made at the unit price or lump sum previously agreed upon by the Contractor and the Engineer; or by force account.

If the work is done on force account, the Contractor shall receive actual cost of all materials furnished by him as shown by his paid vouchers, plus fifteen percent (15%); and for all labor and equipment that are necessary, he shall receive the current prices in the locality which shall have been previously determined and agreed to in writing by the Engineer and by the Contractor, plus fifteen percent (15%) provided, however, that the City reserves the right to furnish such materials required as it deems expedient and the Contractor shall have no claim for profit on the cost of such materials. The price paid for labor shall include any compensation insurance paid by the Contractor. The fifteen percent (15%) mark-up shall include all overhead costs including bonding increases.

All extra work and force account shall be adjusted daily upon report sheets, reviewed by the Engineer, furnished by the Contractor and signed by both parties, which daily reports shall thereafter be considered the true record of extra work of force account work done.

1.31 Substitution of Securities

Pursuant to Section 22300 of the California Public Contract Code (Section 10263 of the Public Contract Code for State Agencies), the Contractor may substitute securities for any money held by the City to insure performance of the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City or with a State or federally-chartered bank

as an escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the Contract.

Deposit of securities with an escrow agent shall be subject to written agreement in accordance with the provisions of Section 22300. The City shall not certify that the Contract has been completed until at least 45 days after filing by the City of a Notice of Completion. Securities eligible for investment under this Section shall be limited to those listed in Section 16430 of the California Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon by the Contractor and the City.

1.32 Assignment of Antitrust Actions

The Contractor's attention is directed to the following provisions of Public Contract Code Section 7103.5 which shall be applicable to the Contractor and his/her/its subcontractors:

"...(b) In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (14 U.S.C. Sec. 15) or under the Cartwright Act (Chapter s [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties..."

1.33 Apprentices

Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each contractor or subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, California, or one of its branch offices prior to commencement of work on the public works contract. Responsibility for compliance with this section lies with the prime contractor.

1.34 Claims

Pursuant to Section 20104 et. seq. of the California Public Contract Code the Contractor is advised as follows:

- (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 the 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) This article applies only to contracts entered into after January 1, 1991.

For any claim subject to this article, the 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 to the claim 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 dollars (\$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 to the claim 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 that 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) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of 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 that the claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

- (f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by 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.

§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 of responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a 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 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 the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
 - (2) Notwithstanding 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 do

novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under this chapter, pay the attorney's fees of the other party arising out of trial de novo.

- (4) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§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.

1.35 State Prevailing Wage Determination

All laborers, equipment operators, and other workmen on this project (except supervisory employees and owner/operators) shall be paid at the prevailing wage rates, including benefits, as determined by the State of California Department of Industrial Relations, Director.

The Contractor shall comply with the provisions of State Labor Code Section 1775 and all amendments thereto. If any worker on the project is paid less than the prevailing wage rate, the Contractor will pay to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate, the difference between the prevailing wage rate and the amount actually paid to each worker. Further, any Contractor and any subcontractor shall forfeit a penalty to the City, an amount to be determined by the Labor Commissioner [not to exceed fifty (\$50) dollars for each calendar day, or portion thereof], for each worker paid less than the prevailing wage rates.

1.36 Discovery of Hazardous Waste or Other Unusual Conditions

- (a) The contractor shall promptly, and before the following conditions are distributed, notify the City, 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 City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.
 - (c) That, in the event that a dispute arises between the City 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.

SECTION TWO

SPECIAL PROVISIONS

2.1 Drawings and Standards

The work to be done under these provisions consists of furnishing all labor, services, tools and equipment and materials and performing all work necessary for:

City of Lemoore 2024 Annual Road Maintenance Project

The proposed work shall consist of furnishing and supplying labor, materials, tools, equipment, transportation, and services necessary to complete the project, which includes, but is not limited to the placement of micro surfacing, signing, striping, and pavement markings, crack sealing, pavement patch repairs, & traffic control. The Contractor shall perform all work necessary to deliver to the City, a complete and fully functional project.

Plans: The location of the work is indicated on the Plans in these Specifications entitled:

City of Lemoore 2024 Annual Road Maintenance Project

The work shall be performed by a Contractor who is licensed in accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code. The proper classification required to perform this Contract is "A", General Engineering Contractor, "C-12" Paving, or a combination of specialty licenses that would include all items of work. The Contractor shall submit a list of five or more similar construction projects completed in the last five years, including the owner's name, address and telephone number. **Failure to demonstrate adequate experience may be grounds for rejection of the bid as non-responsive.**

2.2 Pre-construction Meeting/Conflicts

Meeting with Contractor: Prior to the start of construction, a meeting will be called by the City with the Contractor, Engineer, and all others concerned, including utility companies, to coordinate and schedule the proposed work in order to avoid all possible delays due to conflicts of operation. Subcontractors shall attend this meeting. If subcontractor cannot attend, the meeting shall be rescheduled at his expense. At this meeting, the Contractor shall submit for City review/approval a construction schedule in bar chart form indicating all critical path operations. The

schedule shall also show anticipated progress payment amounts on a monthly basis to provide cash flow information.

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

2.3 Traffic Control and Public Safety

Traffic Control: The Contractor shall provide and maintain traffic control as may be necessary to prevent accidents to the public, to direct traffic and to protect the work from injury or damage due to any cause. Prior to the start of work, the Contractor shall submit a comprehensive traffic control plan for City review/approval. Traffic control work shall conform to the Caltrans Manual of Traffic Controls for Construction and Maintenance Work Zones, latest revision.

The Contractor shall schedule and coordinate work to minimize disruption and inconvenience to the public. The Contractor will be responsible for notifying residents adjacent to the project 48 hours prior to beginning of work and for clearing streets of all vehicles that may interfere with the overlay construction. Two-way traffic shall be maintained at all times with a single lane closure provided for the actual operation.

If a street is temporarily closed, the Contractor shall provide adequate flagmen to direct and control traffic and provide such special signs or barricades as necessary for the safe and convenient flow of traffic with no additional compensation provided. He shall also furnish such flagmen or signs as may be ordered by the Engineer or City, but such orders by the Engineer or City shall not relieve the Contractor of his obligation to adequately maintain traffic and public safety. Upon the approval of any street closure by the City, the Contractor shall be responsible for notifying the Fire Department and the Police Department prior to such closure.

The Contractor shall maintain the access to each residence or business along the area of work, except when working at a particular location; however, the Contractor shall restore access to each residence or business by the end of each working day.

Payment: Full compensation for conforming to the requirements of this Section shall be considered as being included in the lump sum price paid for Traffic Control, and no additional compensation shall be made therefore.

2.4 Private and Public Property

Protection: The Contractor shall protect all private and public property and shall replace, repair, or pay for any damage thereto.

Access: Access shall be continuously maintained to all residences throughout the Project except as noted above. The Contractor shall conduct his operation so as to cause the least inconvenience to both vehicular and pedestrian access.

Payment: Full compensation for conforming to the requirements of this Section shall be considered as being included in the price paid for other items of work and no additional compensation shall be made therefore.

2.5 Utilities

It shall be the obligation of the Contractor to notify the various utility companies at least three (3) days in advance of closing and/or excavation of any street or alley affecting said companies. The Contractor shall contact Underground Service Alert (USA) at 1-800-227-2600, or 811, a minimum of three (3) days prior to any excavation.

It shall be the responsibility of the Contractor to coordinate with the utility companies to maintain service to the site, he/she shall be responsible for coordinating inspection from affected public agencies, private utilities and water districts.

The locations of existing facilities that are shown on the Plans are approximate. Exact locations of existing utilities shall be determined by the Contractor with the assistance of the utility companies and located in the field by the Contractor prior to the construction of any improvements required by the Contract. **However, no representation is made by the City as to the accuracy of said locations and Bidders are herewith instructed to contact the parties concerned for any additional information which may be required and to make any site investigation needed.**

The fact that any underground facility is not shown on the Plans shall not relieve the Contractor of his responsibility in protecting such underground facilities from injury or damage. It shall be the Contractor's responsibility to ascertain the existence of any underground improvements or facilities which may be subject to damage by reason of his operations. Prior to commencing any excavation, the Contractor shall notify Underground Service Alert (USA) and such other utility agencies as may be known to exist in the area so as to allow them adequate time to properly mark the approximate locations of their facilities in the field.

2.6 Cooperation by Contractor

Cooperation: The Contractor shall cooperate in all respects with all public agencies or private utilities involved in the work. Additionally he shall cooperate with adjoining property owners to the extent that the Contractor's operations shall not interfere with or hinder those operations of the adjoining land owner(s).

Should construction be under way by other forces or by other contractors within or adjacent to the limits of the work specified, or should work of any other nature be under way by other forces within or adjacent to said limits, the Contractor shall cooperate with all such other contractors or other forces to the end that any delay or hindrance to their work will be avoided.

2.7 Dust Control

During all phases of construction and until completion of the project, the Contractor shall keep the work site clean and free from rubbish and debris. The Contractor shall also control dust by sweeping, sprinkling with water, applying dust palliative, or other approved methods. Water for use in dust control will be available from the City fire hydrants at no cost to the Contractor. Prior to the use of such water, the Contractor shall obtain a permit from the City and provide a meter. A specific hydrant shall be designated by the City for use by the Contractor.

If the Contractor fails to provide dust control measures ordered by the City within a reasonable time period determined by the City, then the City may direct City forces to remedy the problem and the full cost thereof shall be deducted from any monies owed the Contractor.

Payment: Full compensation for conforming to the requirements of this section shall be considered as being included in the Contract prices paid for other items of work and no additional compensation shall be made.

2.8 Permits and Fees

The Contractor shall at his own expense procure all permits, certificates, City business licenses and all other licenses required of him by law for the execution of his work. The Contractor shall comply with all State and local laws, ordinances and rules and regulations relating to the performance of the work and shall file all reports as required in connection with the project. Copies of all permits and reports shall be sent to the Engineer, in addition to the respective agency.

2.9 Contractor's Qualifications

The Contractor shall be licensed in accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code, and shall certify under penalty of perjury in his proposal that said license is current and valid for the work to be performed.

The Contractor shall possess an "A" General Engineering, or "C-12" Paving License or a combination of specialty licenses that include all items of work.

All prime contractors and sub-contractors must have a current registration with the

Department of Industrial Relations at the time bids are received and throughout the duration of the project. For bidders whose prime contractors or sub-contractors are not registered at the time of bid submittal, bids will be deemed non-responsive unless the said contractors register within 24 hours of bid opening. Information and registration materials may be found at the DIR website at:

WWW.dir.ca.gov/Public-Works/PublicWorksLawsRegsDetDec.html

And <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm>

2.10 Disposal of Demolition Materials

The Contractor shall at his own expense provide for the disposal of all demolition materials including, but not limited to, weeds, brush, trees, concrete, oil sand and concrete materials except asphalt concrete grindings. Asphalt concrete grindings shall be salvaged and delivered to the City of Lemoore's public works yard. It shall be the Contractor's responsibility to locate and transport the demolition materials to an approved site.

Should the Contractor propose to dispose of any non-hazardous materials on private property, he shall obtain written permission from the owner, and a copy of such evidence shall be furnished to the City. Non-hazardous materials shall generally be defined as clean fill dirt. The Contractor shall obtain written permission from the City prior to the disposal of any other types of materials or debris on private property.

2.11 Maintaining Drainage

The Contractor shall provide for the drainage of storm or nuisance water that may accumulate along the limits of the work, in accordance with State of California NPDES permitting requirements. Any temporary power required by the Contractor to maintain drainage along the limits of work shall be paid for by the Contractor. Costs for maintaining this drainage shall be included in the price paid for the other items of work, and no additional compensation shall be made therefore.

2.12 Contractor's Equipment and Materials and Storage

The Contractor shall provide adequate equipment and means for construction of the work. The Contractor shall remove such equipment and/or materials when in the opinion of the City, the equipment is unsuitable for performing the work or unsatisfactory, including equipment which is obsolete, in bad repair or worn out.

The Contractor shall provide his own area of storage for equipment and materials used on the project. Such equipment and/or materials shall be stored off the roadway. The storage of said equipment or materials shall be at the exclusive risk of the Contractor and he shall pay all costs for any loss or damages resulting from

the storage. Security fencing, if required by the Contractor, shall be provided at his own expense.

Once the Contractor chooses an area for storage the Contractor shall be responsible for obtaining prior approval from a property owner whose land will be used as a Contractor's storage yard or staging area in the course of completing the work. The agreement shall:

- A. State the location of the property and provide name, address, and phone number of property owner.
- B. Include all items mutually agreed to between Contractor and property owner.
- C. Include a statement explicitly stating there are no other agreements other than those included therein.
- D. Be presented to the Engineer in final executed form prior to occupation and use of land.
- E. Include all property owner's signatures or his or her attorneys-in-fact signatures and attorney-in-fact forms.
- F. Prior to final acceptance of the work, Contractor shall obtain a written release from property owner stating that all mutually agreed to items have been satisfactorily met. Said release shall be submitted to Engineer prior to final acceptance of the work.

2.13 Shop Drawings

Shop drawings and certificates of compliance where applicable, shall be required from the Contractor for all equipment and materials associated with the Project as requested by the City Engineer. No materials shall be ordered by the Contractor without the express approval of the City. The Contractor shall provide five copies of all such submittals for approval.

Special notation shall be provided by the Contractor on all submittals which are provided for any substitution of equipment or materials which the Contractor intends to use as an "equal" product where the Plans or Specifications designate a specific manufacturer followed by the words "or approved equal."

2.14 Notification

The Contractor shall supply the City with a list of at least two persons, together with their address, home telephone numbers, pagers, and cellular phone numbers

who are authorized to act on behalf of the Contractor in an emergency arising out of conditions at the work site after normal working hours.

2.15 Clean-Up and Compaction Testing

Upon completion of the work, the Contractor shall restore the sites to their original condition. The Contractor shall compact any temporary trenches or sumps he may have constructed for the execution of the work. The Owner may procure a soils testing laboratory to confirm the proper compaction of these areas. The Owner shall pay for all initial compaction tests as required, but the costs for any retesting of failed areas shall be at the Contractor's expense and shall be deducted from progress payments.

2.16 Bidder's Examination of Site

The Bidder shall examine the site prior to submission of his Bid and apprise himself of all site conditions that exist and that must be accounted for during the performance of the work, and he shall include in his bid all such costs for such miscellaneous site work, including removal of trees, weeds and brush, as required. Cost for this work shall be included in the price paid for Mobilization, and no additional compensation shall be made therefore.

2.17 Construction Water

The Contractor shall make all arrangements for securing any water necessary for the performance of the work. Water will be available from City fire hydrants provided that a permit and meter are obtained from Public Works. The Contractor shall provide the necessary connections, piping, to the satisfaction of the city. All Contractor facilities shall be removed upon completion of the Contract. Alternatively, if the Contractor chooses to haul and store water, it will be available from City hydrants located approximately one mile from the sites.

2.18 Copies of Drawings and Specifications

The City shall furnish the Contractor, free of charge, four (4) copies of the Drawings and Specifications. Additional sets of the Drawings and Specifications may be obtained by the Contractor from the City at the cost of reproduction.

2.19 Record Drawings

The Contractor shall prepare and submit to the City a complete set of Record Drawings documenting all changes and deviations from the Project Plans. The Record Drawings must be submitted to the City and approved by same prior to the request for final payment.

**CITY OF LEMOORE
2024 ANNUAL MAINTENANCE PROJECT
CONTRACT**

THIS AGREEMENT (“**Agreement**”), made and entered into this _____ day of _____ in the year 2024, by and between the City of Lemoore (“**City**”), a municipal corporation of the State of California, duly organized, existing and acting pursuant to the laws thereof with its principal place of business in the City of Lemoore, California, hereinafter designated as the City, party of the first part, and _____ (“**Contractor**”), party of the second part,

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City, the Contractor agrees with the City to furnish all materials, equipment and labor and construct facilities for the City, and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the plans, specifications and other contract documents referenced hereafter in ARTICLE IV and within the specifications hereto attached, to furnish at his/her/its own proper cost and expense all tools, equipment, labor, and materials necessary therefore, except such materials as in the said specifications are stipulated to be furnished by the City, and to do everything required by this Agreement and the said specifications and drawings.

ARTICLE II. For furnishing all said materials and labor, performing demolition if required, furnishing and removing all plant, temporary works or structures, tools and equipment, and doing all the work contemplated and embraced in this Agreement; also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements or from any unforeseen difficulties which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in the said specifications are expressly stipulated to be borne by the City; and for well and faithfully completing the work and the whole thereof, in the manner shown and described in the said drawings and specifications and in accordance with the requirements of the Director of Public Works under them, the City will pay and the Contractor shall receive in full compensation therefor the amounts named in the following prices bid:

ARTICLE III. The City hereby promises and agrees with the said Contractor to employ, and does hereby employ the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to full performance of the covenants herein contained.

ARTICLE IV. The Notice to Contractors, the Proposal Requirements, the Proposal Form, the Bidder's Bond for Faithful Performance, the Bond for Materialmen and laborers, the Contract Agreement, the General Provisions, the Specifications, and the Drawings mentioned therein; CITY OF LEMOORE – 2024 ANNUAL ROAD MAINTENANCE PROJECT, all of which are hereto attached are hereby incorporated in and made a part of this Agreement.

ARTICLE V. The Contractor shall forthwith furnish in triplicate, a faithful performance bond in an amount equal to one hundred percent (100%) of the Contract price and a labor and materials bond in an amount equal to one hundred percent (100%) of the Contract price, both bonds to be written by a surety company acceptable to the City and in the form prescribed by law.

ARTICLE VI. Should any of the materials or equipment prove defective or should the work 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 City, the Contractor agrees to reimburse the City, 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 City, to replace any such materials and to repair said work completely without cost to the City so that said work will function successfully as originally contemplated.

The City shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the Contractor. In the event the City elects to have said work performed by the Contractor, the Contractor agrees that the repairs must be made and such materials as are necessary must be furnished and installed within a reasonable time after the receipt of demand from the City. If the Contractor shall fail or refuse to comply with his/her/its obligations under this guaranty, the City shall be entitled to all costs and expenses, including attorney's and expert fees reasonably incurred by reason of the said failure or refusal.

ARTICLE VII. If the Contractor should be adjudged a bankrupt, make a general assignment for the benefit of his creditors, become insolvent or have a receiver appointed, suffer any judgment which remains unsatisfied for thirty (30) days, and which would substantively impair the ability of the judgment debtor to perform under this Contract, materially breach this Contract or if the Contractor or any of the subcontractors should persistently violate any of the provisions of the Contract, or if the Contractor or subcontractors should persistently disregard laws, ordinances or the instructions of the Engineer, then the City 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, such Notice to contain the reasons for such intention to terminate the Contract, and unless within five (5) days after the serving of such Notice, such violations shall cease and satisfactory arrangements for correction thereof be made, the Contract shall, upon the expiration of said five (5) days, cease and terminate.

In the event of any such termination, the City 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 City written Notice of its intention to take over and perform the Contract or does not commence performance thereof within the ten (10) days stated above from the date of the serving of such Notice, the City 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 City for any excess cost occasioned the City thereby, and in such event the City may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plans and other property belonging to the Contractor as may be on the site of the work and necessary therefore. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expenses of finishing the work, including compensation for additional managerial and administration services, such excess shall be paid the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the City, as herein provided, and damage incurred through the Contractor's default, shall be certified by the Engineer.

Effects of Termination: Expiration or termination of this Contract shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Contract, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where Contractor's

services have been terminated by City, said termination will not affect any rights of City to recover damages against the Contractor.

Suspension of Performance: Independent of any right to terminate this Contract, the authorized representative of City for which Contractor's services are to be performed, may immediately suspend performance by Contractor, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by Contractor to comply with the provisions of this Contract, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

ARTICLE VIII. With respect to any work required to be done under this Contract, the Contractor shall indemnify and hold harmless the City and its officers, officials, employees, consultants and agents, from and against all claims, demands, causes of action, damages, costs or liabilities, losses and expenses, including attorney fees, directly or proximately resulting from or caused by the performance of the work described herein, caused in whole or part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the sole active negligence, gross negligence, or willful misconduct of the City; and the Contractor must, at his/her/its 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 City, its officers and employees, consultants and agents, on any such claim, demand or cause of action, and the Contractor must pay and satisfy any judgment or decree which may be rendered against the City, its officers and employees, consultants and agents, in any such suit, action, or other legal proceedings. This indemnification specifically includes any claims that may be made against City by any taxing authority asserting that an employer-employee relationship exists by reason of this Contract, and any claims made against City alleging civil rights violations by Contractor under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on City for Contractor's failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Contract as to any acts or omissions occurring under this Contract or any extension of this Contract.

ARTICLE IX. The Contractor shall furnish the City with a Certificate of Insurance, indicating insurance coverage with respect to the liability assumed by the Contractor under the provisions of this Article, and shall further indicate insurance coverage with minimum limits as shown below:

1. A single limit for Bodily Injury Liability and Property Damage Liability combined of \$ 2,000,000 each occurrence, and \$ 2,000,000 aggregate.

2. Comprehensive Automobile Liability Insurance (if applicable) of \$2,000,000 per occurrence.
3. Workers' Compensation and Employer's Liability Insurance as required by law.

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

The Certificate of Insurance shall further provide that thirty (30) days written Notice of Cancellation or reduction in coverage shall be given the City and state that such insurance for additional insureds shall apply as primary insurance and any other insurance maintained by the City shall be excess.

An Additional Insured Endorsement to the Contractor's Liability Insurance policy naming the City and all officers and employees, consultants and agents of the above, shall also be furnished.

Contractor certifies and represents that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and that he will comply with such provisions before commencing the performance of the work under this Contract. Contractor further represents that he has secured the payment of Workmen's Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provision of said Code. Contractor shall supply the City with certificates of insurance, evidencing that Workmen's Compensation Insurance is in effect and providing that the City will receive thirty (30) days Notice of Cancellation. If Contractor self-insures Workmen's Compensation, Certificate of Consent to Self-insure shall be provided the City.

The Certificate of Insurance for Workers Compensation, must include the following waiver of subrogation:

“[Contractor] waives all rights against the City of Lemoore and its agents, officers, and employees for recovery of damages to the extent such damages are covered by the workers’ compensation and employer’s liability insurance.”

ARTICLE X. Miscellaneous Provisions.

1. **Subject To Funding:** If funding for this Contract is dependent on any state, federal or regional governmental agency grant or funds, City reserves the right to reduce the level of services to match reduced levels of funding, or at City's option, City may terminate this Contract, should the funding source no longer be available or the amount be reduced.

2. **Form DE-542:** If Contractor is an individual, Contractor acknowledges that this Contract is subject to filing obligations pursuant to Unemployment Insurance Code section 1088.8. Accordingly, City has an obligation to file a report with the Employment Development Department, which report will include the Contractor's full name, social security number, address, the date this contract was executed, the total amount of the contract, the contract's expiration date or whether it is ongoing. Contractor agrees to cooperate with City to make such information available and to complete Form DE-542. Failure to provide the required information may, at City's option, prevent approval of this Contract, or be grounds for termination by City.

3. **Notices:**

(a) Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

CITY:

City Manager
CITY OF LEMOORE
711 W Cinnamon Drive
Lemoore, California 93245
559-924-6744

CONTRACTOR:

Phone No.: _____

Fax No.: _____

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

4. **Assignment/Subcontracting:** Unless otherwise provided in this Contract, City is relying on the personal skill, expertise, training and experience of Contractor and Contractor's employees and no part of this Contract may be assigned or subcontracted by Contractor without the prior written consent of City.

5. **Dispute Resolution:** Upon receipt of any claim as defined by Public Contract Code § 9204(c)(1), the City will:

a. Review and Provide a Written Response. The City will conduct a reasonable review of the claim and provide a written response within forty-five (45) days after receiving it, identifying the portion of the claim which is disputed and the portion which is undisputed. The 45-day timeline can be extended by mutual agreement of the City and the Contractor. If the City needs approval from its governing body before it can provide the written response, and the governing body does not meet within the 45-day period or a mutually agreed-upon extension of that period, the City will have up to three (3) days following the next public meeting of the governing body after the period expires to provide the written statement to the Contractor. If the City fails to respond within the prescribed timelines, the City will be deemed to have denied the claim in its entirety.

b. Pay Any Undisputed Amount. Within sixty (60) days after receipt of the claim, the City is required to process and make payment on any undisputed amount.

c. Meet and Confer with the Contractor. If the Contractor disputes the City's written response, or if the City fails to respond to the claim within the prescribed time frame, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of such a demand, the City is will schedule a meet and confer conference within thirty (30) days.

d. Provide a Second Written Response Following Informal Meet and Confer Conference. Within ten (10) business days after the meet and confer conference is concluded, if the claim or any portion of it remains in dispute, the City is will provide the Contractor with another written statement

identifying the portion of the claim which appears to remain in dispute and the portion which is undisputed. Any undisputed amount will be processed and paid within sixty (60) days after the City issues the written statement.

e. Submit Any Remaining Dispute to Mediation. If any amount remains in dispute after the completion of the meet and confer conference, as identified by the Contractor in writing, the parties must submit the dispute to nonbinding mediation in which the City and the Contractor will share the associated costs equally. Within ten (10) business days after the disputed portion of the claim has been identified in writing, the City and the Contractor must agree to a mediator. If they are unable to do so, each party must select a mediator and those mediators will select a retired judge to serve as mediator to mediate regarding the disputed portion of the claim. Each party shall be responsible for the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the portion of the claim remaining in dispute will be subject to any applicable procedures outside of Public Contract Code § 9204.

6. **Further Assurances:** Each party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Contract.

7. **Construction:** This Contract reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

8. **Headings:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

9. **No Third-Party Beneficiaries Intended:** Unless specifically set forth, the parties to this Contract do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

10. **Waivers:** The failure of either party to insist on strict compliance with any provision of this Contract shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Contract by the other party.

11. **Conflict With Laws Or Regulations/Severability:** This Contract is subject to all applicable laws and regulations. If any provision of this Contract is found by

any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Contract to either party is lost, the Contract may be terminated at the option of the affected party. In all other cases the remainder of the Contract shall continue in full force and effect.

12. **Entire Agreement Represented:** This Contract represents the entire agreement between Contractor and City as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Contract may be modified without the written consent of both parties.

13. **Assurances of Non-Discrimination:** Contractor shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

CONTRACTOR:

Corporations Code section 17703.01(d) requires that contracts with a limited liability corporation be signed by two managers, unless the contract is accompanied by a copy of the limited liability company's articles of organization stating that it is managed by only one manager.

ANY COMPANY, LLC

N/A, single manager LLC; articles attached.

(date)

Manager
[Please sign and print name above]

(date)

Manager
[Please sign and print name above]

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

ANY CORPORATION, INC.

ANY CORPORATION, INC.

- _____ (date)

President
[Please sign and print name above]

- _____ (date)
_____, Secretary,
CFO, or assistant of either
[Please sign and print name above]

CITY:

APPROVED AS TO FORM:

- _____, Mayor (date)

City Attorney or Deputy (date)

ATTEST:

- City Clerk or Deputy (date)

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, the City of _____, hereinafter designated as the “**City**” has awarded to _____ as the “**Principal**,” a contract on or about _____ for the project generally identified as the CITY OF LEMOORE 2024 ANNUAL ROAD MAINTENANCE PROJECT, and said contract is hereby made a part hereof; and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we the Principal, and _____ as the “**Surety**” are held and firmly bound unto the City in the penal sum of _____ and 00/100 dollars (\$ _____ .00) lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his/her/its heirs, executors, administrators, successors or assigns shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions and agreements in said contract and any alteration therefore made as therein provided on his/her/their part to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning, shall guaranty all work required under the said contract against faulty materials or poor workmanship during the construction period and for **one year** after the date of completion and acceptance of the work under said contract and shall indemnify and save harmless the City, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. The Surety further agrees to pay reasonable attorneys', paralegals', engineers', consulting contractors and appraisers' fees of City in any proceeding by said City to enforce this bond.

Neither the City's acceptance of any work by, or on behalf of, Principal, nor the City or its agents' repair of any defects arising in the work, shall be deemed a waiver of any City's rights under this bond, where latent defects, whether resulting from defective materials or defective workmanship, are discovered after the City's issuance of its Notice of Completion. Principal and Surety shall remain jointly and severally liable for such defects for the period of time set forth in the California Code of Civil Procedure section 337.15, or any successor statute thereto, as such statute may be amended from time to time.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond and it does hereby waive notice of any such change,

extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals, the name and corporate seal of each respective corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

Date: _____

Principal

By: _____
(print name and company name)

Date: _____

Surety

By: _____
(print name and company name)
(Attach Notary Acknowledgment)

NOTE: Surety's signature on this bond must be notarized and accompanied by notarized power of attorney. The principal amount of this bond shall not be less than one hundred percent (100%) of the total contract price.

SURETY CONTACT INFORMATION:

BOND FOR MATERIALMEN AND LABORERS

KNOW ALL MEN BY THESE PRESENTS that:

WHEREAS, the City of _____ in the State of California hereinafter designated as

the "City" has awarded to _____

_____ hereinafter designated as the "Principal," a contract for the CITY OF LEMOORE 2024 ANNUAL ROAD MAINTENANCE PROJECT for the City; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract, providing that if said Principal, or any of his subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon for or about the performance of the work contracted to be done, or for amounts due under the Unemployment Insurance Code of California, or for any work or labor done thereon of any kind, the Surety in this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFORE, we the Principal, and _____

_____ as **Surety** are held and firmly bound unto the City in the penal sum of _____ and 00/100 - - - - - dollars (\$ _____ .00), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH THAT, if the Principal, his or its heirs, executors, administrators, successors, assigns or subcontractors fail to pay: (1) any of the persons named in California Civil Code section 9100, 8024 and 8038; (2) amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the contract; (3) any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to section 13020 of the California Unemployment Insurance Code with respect to the work and labor; or (4) any amounts required to be deducted, withheld and paid over to the California Franchise Tax Board from the wages of employees of the contractor and subcontractor; then said Surety will pay for the same up to an amount not exceeding the amount set forth above. The Surety further agrees to pay to the City reasonable attorneys, paralegals, engineers, appraisers and other experts fees incurred by the City in any proceeding by the City to enforce this bond.

This bond shall require the payment in full of the valid claims of all claimants and shall inure to the benefit of any and all persons, companies and corporations authorized under Section 9100 of the California Civil Code to assert a claim against this payment bond so as to give a right of action to said persons, or said persons' assigns, to enforce the liability on this bond.

And the Surety, for value received, hereby stipulates and agrees that, no charge, extension of time, alteration, or addition to the terms of the contract, or to the work to be performed thereunder, or any other changes, alterations, modifications, or other acts or conditions specified in Section 8152 of the California Civil Code, shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to do the work.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals, the name and corporate seal of each respective corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

Date: _____

Principal/Contractor

By: _____

Date: _____

Surety

By: _____
(Attach Notary Acknowledgment)

NOTE: Surety's signature on this bond must be notarized and accompanied by notarized power of attorney. The principal amount of this bond must not be less than one hundred percent (100%) of the total contract price.

SURETY CONTACT INFORMATION:

Approved as to Form:

City Attorney or Deputy (date)

BID PROPOSAL

TO THE CITY OF LEMOORE

The undersigned declares that he/she/it has carefully examined the location of the proposed work, that he/she/it has carefully examined the Plans and Specifications and read the accompanying instructions to bidders and hereby proposes to furnish all materials and do all the work required to complete the said work in accordance with said plans and specifications, for the unit price or lump sum set forth in the following schedule:

CITY OF LEMOORE 2024 ANNUAL ROAD MAINTENANCE PROJECT

BASE BID					
Item No.	Description	Units	Estimated Quantity	Unit Cost	Total Cost
1*	Mobilization, Demobilization and Cleanup	LS	1		
2	Traffic Control Plan & Implementation	LS	1		
3	Type II (0.15 to 0.20%) Fiberized Black Rock Micro-surfacing & preparation work	SY	269,358		
4	Type III (0.15 to 0.20%) Fiberized Black Rock Micro-surfacing & preparation work	SY	113,140		
5	Install Signing, Striping, & Pavement Markings, (2 Coats)	LS	1		
6	Apply Crack Treatment	GAL	1000		
7	Asphalt Concrete Type "A" Patch Work Repair	S.F.	6,119		
BASE BID TOTAL					
ADDITIVE BID 1 (PFMD 02)					
Item No.	Description	Units	Estimated Quantity	Unit Cost	Total Cost
8	Traffic Control Plan & Implementation	LS	1		
9	Type II (0.15 to 0.20%) Fiberized Black Rock Micro-surfacing & preparation work	SY	49,871		
10	Install Signing, Striping, & Pavement Markings, (2 Coats)	LS	1		
ADDITIVE BID 1 TOTAL					
ADDITIVE BID 2 (PFMD 03)					
Item No.	Description	Units	Estimated Quantity	Unit Cost	Total Cost
11	Traffic Control Plan & Implementation	LS	1		
12	Type II (0.15 to 0.20%) Fiberized Black Rock Micro-surfacing & preparation work	SY	13,160		
13	Install Signing, Striping, & Pavement Markings, (2 Coats)	LS	1		
14	Asphalt Concrete Type "A" Patch Work Repair	S.F.	232		
ADDITIVE BID 2 TOTAL					
ADDITIVE BID 3 (PFMD 04)					
Item No.	Description	Units	Estimated Quantity	Unit Cost	Total Cost
15	Traffic Control Plan & Implementation	LS	1		
16	Type II (0.15 to 0.20%) Fiberized Black Rock Micro-surfacing & preparation work	SY	13,280		
17	Install Signing, Striping, & Pavement Markings, (2 Coats)	LS	1		
18	Asphalt Concrete Type "A" Patch Work Repair	S.F.	4		
ADDITIVE BID 3 TOTAL					

ADDITIVE BID 4 (PFMD 05)					
Item No.	Description	Units	Estimated Quantity	Unit Cost	Total Cost
18	Traffic Control Plan & Implementation	LS	1		
19	Type II (0.15 to 0.20%) Fiberized Black Rock Micro-surfacing & preparation work	SY	32,458		
20	Install Signing, Striping, & Pavement Markings, (2 Coats)	LS	1		
ADDITIVE BID 4 TOTAL					

ADDITIVE BID 5 (PFMD 06)					
Item No.	Description	Units	Estimated Quantity	Unit Cost	Total Cost
21	Traffic Control Plan & Implementation	LS	1		
22	Type II (0.15 to 0.20%) Fiberized Black Rock Micro-surfacing & preparation work	SY	51,380		
23	Install Signing, Striping, & Pavement Markings, (2 Coats)	LS	1		
ADDITIVE BID 5 TOTAL					

ADDITIVE BID 6 (PFMD 07)					
Item No.	Description	Units	Estimated Quantity	Unit Cost	Total Cost
24	Traffic Control Plan & Implementation	LS	1		
25	Type II (0.15 to 0.20%) Fiberized Black Rock Micro-surfacing & preparation work	SY	2,310		
26	Install Blue Reflector Marker	EACH	2		
ADDITIVE BID 6 TOTAL					

ADDITIVE BID 7 (PFMD 08)					
Item No.	Description	Units	Estimated Quantity	Unit Cost	Total Cost
27	Traffic Control Plan & Implementation	LS	1		
28	Type II (0.15 to 0.20%) Fiberized Black Rock Micro-surfacing & preparation work	SY	14,437		
29	Install Blue Reflector Marker	EACH	6		
ADDITIVE BID 7 TOTAL					

ADDITIVE BID 8 (PFMD 09)					
Item No.	Description	Units	Estimated Quantity	Unit Cost	Total Cost
30	Traffic Control Plan & Implementation	LS	1		
31	Type II (0.15 to 0.20%) Fiberized Black Rock Micro-surfacing & preparation work	SY	13,952		
32	Install Blue Reflector Marker	EACH	8		
33	Paint 1' Wide Limit Line	EACH	1		
ADDITIVE BID 8 TOTAL					

ADDITIVE BID 9 (PFMD 10)					
Item No.	Description	Units	Estimated Quantity	Unit Cost	Total Cost
34	Traffic Control Plan & Implementation	LS	1		
35	Type II (0.15 to 0.20%) Fiberized Black Rock Micro-surfacing & preparation work	SY	11,845		
36	Install Blue Reflector Marker	EACH	3		
ADDITIVE BID 9 TOTAL					

2024 ANNUAL ROAD MAINTENANCE PROJECT BID AMOUNT: The bid for this project is for the project to be completed in accordance with drawings and specs, contract documents, including all costs to the City including, but not limited to, materials, labor, tools, insurance, cleanup, and warranties, shall be:

Total Amount of **Base Bid** (written in words) is: _____
_____ Dollars and _____ Cents.

Total Amount of **Additive Bid 1** (written in words) is: _____
_____ Dollars and _____ Cents.

Total Amount of **Additive Bid 2** (written in words) is: _____
_____ Dollars and _____ Cents.

Total Amount of **Additive Bid 3** (written in words) is: _____
_____ Dollars and _____ Cents.

Total Amount of **Additive Bid 4** (written in words) is: _____
_____ Dollars and _____ Cents.

Total Amount of **Additive Bid 5** (written in words) is: _____
_____ Dollars and _____ Cents.

Total Amount of **Additive Bid 6** (written in words) is: _____
_____ Dollars and _____ Cents.

Total Amount of **Additive Bid 7** (written in words) is: _____
_____ Dollars and _____ Cents.

Total Amount of **Additive Bid 8** (written in words) is: _____
_____ Dollars and _____ Cents.

Total Amount of **Additive Bid 9** (written in words) is: _____
_____ Dollars and _____ Cents.

Total Amount of **Grand Total** (written in words) is: _____
_____ Dollars and _____ Cents.

Mobilization shall not exceed 5% of the Grand Total. The apparent Lowest Bidder will be based on the Lowest Sum Total of the Base Bid plus all Additives (Grand Total).

In the event of discrepancy between words and figures, the words shall prevail and in the event of discrepancy between unit prices and total, the unit price shall prevail. The bid for this project contains a Base Bid and additives. The City reserves the right to award the base bid only or the Base Bid and additives.

The award of the Contract, if it be awarded, will be made within ninety (90) days after the opening of the bids. Unless required by law, a bidder cannot withdraw its bid during said 90-day period after the time set for the opening of all bids. A cashier's check, certified check or bidder's bond of ten percent (10%) of the bid must be enclosed with the bid.

The Bidder hereby acknowledges that the City has reserved the right to reject any and all bids and/or waive any irregularity in any bid received and/or determine in its sole discretion the responsibility of any bidder and which bid is most advantageous to the City.

The Bidder confirms that the figures above have been checked by the Bidder who understands that neither the City nor any of its agents, employees, or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

Acknowledgement of Bid Addenda: The Bidder confirms that this Bid Proposal incorporates and is inclusive of all items or other matters contained in Bid Addenda issued by or on behalf of the City.

_____ Addendum number and date _____

The undersigned further agrees that in case of default in duly signing and providing to the City the required Contract, with necessary bonds, within fifteen (15) calendar days, including Sundays, weekends and holidays, after having received notice that the Contract is ready for signature, the proceeds of the check or bond accompanying his/her/its bid shall become the property of the City of Lemoore.

Licensed in accordance with an act providing for the registration of contractors:

License No. _____ Classifications _____

Expiration Date: _____. I (We) hereby state under penalty of perjury that the above made representations are true and in accordance with the provisions of section 7028.15 of the Business and Professions Code of the State of California. _____; and DIR number _____.

Signature of Bidder _____

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individual co-partners composing the firm. If a corporation, state legal name of corporation, also names of president, secretary, treasurer, and manager thereof.)

Name

Title

Company

Business Address

Telephone Number

Dated: _____

Note: Attach Corporate Seal and Notary Form

Bond Number _____
Premium _____

BIDDER'S BOND

WHEREAS, the PRINCIPAL identified hereafter is required, under the terms of an invitation to bid for a contract with the CITY identified hereafter, to furnish bid security of ten percent (10%) of the amount of the PRINCIPAL's bid at the time the bid is submitted to the CITY.

WHEREAS, the PRINCIPAL is herewith submitting his/her/its bid for the contract for the _____ as the "Project" and said bid, by reference hereto, is hereby made a part hereof.

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS THAT:

_____ as the "PRINCIPAL" and "Contractor", and _____ a corporation duly organized under the laws of the State of _____ having its principal place of business at _____ in the State of _____, and duly authorized to do business within the State of California, as the "SURETY", are held and firmly bound unto _____ City of _____, as "CITY", "Owner" and "OBLIGEE", in the sum of ten percent (10%) of the amount of the PRINCIPAL's bid, in lawful money of the United States, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either: (1) enters into a contract, signed by the Contractor and the Owner, in accordance with the terms of such bid, including any bid additive included therein when applicable, and gives each bond as may be specified in the bidding and Contract Documents, with a surety admitted in the jurisdiction of the Project identified above and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void. Otherwise, this Bond remain in full force and effect.

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

The prevailing party in any action to enforce this Bond shall be entitled to reasonable attorneys, paralegals, engineers, appraisers and expert(s) fees incurred in connection with pursuit of a claim pertaining to this Bond.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond in actual conflict with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals, the name and corporate seal of each respective corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

Date: _____

Principal/Contractor

By: _____
(print name and company

name)

Date: _____

Surety

By: _____
(print name and company

name)

(Attach Sealed Notary

Acknowledgment)

NOTE: This bond must be notarized and accompanied by notarized power of attorney. The principal amount of this bond must not be less than 10% of the total bid.

NON-COLLUSION AFFIDAVIT

To the City Council, City of Lemoore

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the

_____ (Self, Owner, Partner, Corporate Office (List Title), Co-Venturer)

of _____ (Name of business, individual or corporate bidding entity)

the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, 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, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

executed on _____ [date], at _____ [city], _____
_____ [state].

(Title 23 United States Code Section 112)

(California Public Contract Code § 7106; Stats. 2011, c. 432, Section 37)

Contractor/Bidder

Date

Note: Attach Corporate Seal and Notary Form

***Note:** Completing, signing, and returning the Non-collusion Affidavit is a required part of the bid. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**INFORMATION REQUIRED OF BIDDER
GENERAL INFORMATION**

The bidder shall furnish the following information. Failure to comply with this requirement may render the Proposal non-responsive and may cause its rejection. Additional sheets shall be attached as required.

(1) Number of years as a contractor in construction work of this type: _____

(2) Names and titles of all officers of contractor's firm:

(3) Name of person who inspected site of proposed work for your firm:

Date of Inspection: _____

(4) Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract: _____

5) ATTACH TO THIS BID the experience resume of the person who will be designated chief construction superintendent.

(6) List five projects completed as of recent date involving work of similar type and complexity:

Project: _____

Contract Price: _____

Owner: _____ Phone: _____

Engineer: _____

Project: _____

Contract Price: _____

Owner: _____ Phone: _____

Engineer: _____

Project: _____
Contract Price: _____
Owner: _____ Phone: _____
Engineer: _____

Project: _____
Contract Price: _____
Owner: _____ Phone: _____
Engineer: _____

Project: _____
Contract Price: _____
Owner: _____ Phone: _____
Engineer: _____

**CONTRACTOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION**

Description of Contract: City of Lemoore

Labor Code Section 3700 Provides (in part):

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

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

Date: _____, 20____

(Contractor)

By _____

(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing any work under this contract.)

Note: Attach Corporate Seal and Notary Form