

**CITY OF LEMOORE  
NOTICE TO CONTRACTORS AND  
SPECIAL PROVISIONS  
FOR  
CITY OF LEMOORE  
FOX ST & 19TH AVE ROADWAY REPAIRS**

**CRITICAL DATES AND REQUIREMENTS\***

|   |  |
|---|--|
| <b>Advertise:</b>                             | <b>August 1, 2025</b>  |
| Pre-Bid Meeting:                              | August 19, 2025 @ 9:00 AM at<br>Lemoore Public Works located at<br>711 W Cinnamon Dr, Lemoore, CA.<br>Attendance is not mandatory but recommended. |
| Last Day to Submit Written Questions:         | August 26, 2025  |
| Bids Due/Bid Opening:                         | September 4, 2025 @2:00 PM<br>at City of Lemoore City Hall<br>711 W. Cinnamon Dr, Lemoore, CA  |
| License Requirement(s):                       | ‘A’ or Combination “C” and City Business License   |
| Project Completion Time:                      | 60 Working Days  |
| Proposed Council Action to Award:             | September 16,2025 Council Meeting  |
| Pre-Construction Meeting / Notice to Proceed: | September 22, 2025   |
| Construction Start Date:                      | September 29, 2025   |
| Construction End Date:                        | December 26, 2025  |
| Notice of Completion:                         | January 6, 2026  |

\*Subject to change upon previous notice

# **CITY OF LEMOORE**

## **FOX STREET & 19<sup>TH</sup> AVENUE ROADWAY REPAIRS**

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

**PROJECT NUMBER: 224-036**

**JULY 31, 2025**

**FUNDED BY: LOCAL FUNDS**

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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](https://lemoore.com/wp-content/uploads/2018/03/lemoore_standard_specifications.pdf)
- Caltrans Standard Specifications 2024  
[https://dot.ca.gov/-/media/dot-media/programs/design/documents/2024\\_stdspecs-a11y.pdf](https://dot.ca.gov/-/media/dot-media/programs/design/documents/2024_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, September 4th, 2025**, 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  
FOX STREET & 19TH AVENUE REPAIRS**

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 \$1,593,145.00

A non-mandatory pre-bid meeting will be held at the Public Works Office, 711 W Cinnamon Drive, Lemoore, California on **Tuesday, August 19<sup>th</sup>, 2025, at 9:00 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](http://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 **sixty (60) 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 2025 - 2026 calendar year.

Estevan Benavides, 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 electronic forms obtained from 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 forms should be without interlineations, alterations or erasures.
- (b) Interested bidders must be placed on the plan holders list. To be placed on the plan holders list email, Orfil Muniz, PE at [orfil@am-engr.com](mailto:orfil@am-engr.com)
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) It is the bidder's sole responsibility to see that their 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.



- (i) The bid may be withdrawn by the bidder by means of a written request, signed by the bidder or their 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, they 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 of 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](http://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 themselves 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 thereof.

## **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 **August 26<sup>th</sup>, 2025, 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](http://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 **(60) working days**. The project will need to be completed before the end of the 2025 – 2026 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) 2024 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 Project Engineer 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 their address. If the proposal is made by an individual, their 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/warranty 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 their 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; their 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 shall so conduct their 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 their 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 their 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 their 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, they 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 their 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 they 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 their 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 the Contractor and should they 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 their sureties who will be liable. In the event of such suspension, all money due by the Contractor shall be forfeited to the City; but such forfeiture will not release the Contractor or their sureties from liability or failure to fulfill the Contract. The Contractor and their 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 their own arrangements and pay all expenses for additional area required by them 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 them as shown by their paid vouchers, plus fifteen percent (15%); and for all labor and equipment that are necessary, they 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**  
**FOX STREET & 19<sup>TH</sup> AVENUE ROADWAY REPAIRS**

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 overlay, micro surfacing, sidewalks, signing, striping, and 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**  
**FOX STREET & 19<sup>TH</sup> AVENUE ROADWAY REPAIRS**

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 their 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. They 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 their 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 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.

## 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 their 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.

## 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 their 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 their 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, the Contractor 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 by 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 their own expense procure all permits, certificates, City business licenses and all other licenses required of them by law for the execution of their 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 their 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](http://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 their 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, they 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 thereof.

## 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 their 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 they shall pay all costs for any loss or damages resulting from the storage. Security fencing, if required by the Contractor, shall be provided at their 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 they 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 their Bid and apprise themselves of all site conditions that exist and that must be accounted for during the performance of the work and shall include in their 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.

#### 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  
FOX STREET & 19TH AVENUE ROADWAY REPAIRS  
CONTRACT**

THIS AGREEMENT ("**Agreement**"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2025, 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 – FOX STREET & 19TH AVENUE ROADWAY REPAIRS, 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 FOX STREET & 19TH AVENUE ROADWAY REPAIRS, 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 FOX STREET & 19TH AVENUE ROADWAY REPAIRS 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)





| AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT  |  | SUBMIT IN DUPLICATE   |                     |
|---|--|---|---------------------|
| FOR _____ CITY OF LEMOORE _____ (The "Entity")  |  | ENDORSEMENT NO.   | ISSUE DATE (MMDDYY) |
| PRODUCER<br><br><br><br><br><br><br><br>Telephone _____   |  | POLICY INFORMATION:<br>Insurance Company:<br>Policy Number:<br>Policy Permit: (from) _____ (to) _____<br>LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits<br><input type="checkbox"/> In Addition to Limits<br><br><input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____   |                     |
| NAMED INSURED   |  | APPLICABILITY. This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the Entity unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the Entity are covered:   |                     |
| TYPE OF INSURANCE   |  | ENTITY AGREEMENTS/PERMITS   |                     |
| <input type="checkbox"/> Commercial Auto Policy<br><input type="checkbox"/> Business Auto Policy<br><input type="checkbox"/> Other _____  |  | OTHER PROVISIONS  |                     |
| LIMIT OF LIABILITY  |  | CLAIMS: Underwriter's representative for claims pursuant to this insurance.<br>Name: _____<br>Address: _____<br>Telephone: ( _____ ) _____  |                     |
| \$ _____ per accident, for bodily injury and property damage.   |  |   |                     |
| <p>In consideration of the premium charges and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:</p> <ol style="list-style-type: none"><li>INSURED. The Entity, its elected or appointed officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.</li><li>CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the Named Insured or on behalf of the Entity; or (b) products sold by the Named Insured to the Entity; or (c) premises leased by the Named Insured from the Entity, the insurance afforded by this policy shall be primary insurance as respects to the Entity, its elected or appointed officers, officials, employees or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Entity, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it.</li><li>SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.</li><li>CANCELLATION NOTICE. With respect to the interests of the Entity, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the Entity.</li><li>PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the entity, its elected or appointed officers, officials, employees or volunteers.</li><li>SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:<br/>(1) Insurance Services Office form number CA 0001 (Ed. 1/87), Code 1 ("any auto"); or<br/>(2) If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).</li></ol> <p>Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.</p> |  |   |                     |
| ENDORSEMENT HOLDER  |  |   |                     |
| ENTITY<br><br>City of Lemoore<br>711 W Cinnamon Drive<br>Lemoore, CA 93245<br><br>ATTN: City Administrator  |  | AUTHORIZED <input type="checkbox"/> Broker <input type="checkbox"/> Underwriter <input type="checkbox"/> _____<br>REPRESENTATIVE<br>I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereby to so bind this company to this endorsement.<br>Signature _____<br>(original signature required)<br>Telephone ( _____ ) _____ Date Signed: _____ |                     |



City of Lemoore  
(Entity)

TO

CITY OF LEMOORE

Attn: \_\_\_\_\_

This certifies to the Entity that the following described policies have been issued to the Insured named below and are in force at this time.

Insured \_\_\_\_\_

Address \_\_\_\_\_

Description of operations/locations/products insured (show contract name and/or number, if any): \_\_\_\_\_

| POLICIES<br>AND INSURERS  | LIMITS   | POLICY<br>NUMBER | EXPIRATION<br>DATE |
|---|--|------------------|--------------------|
| Workers Compensation<br>_____<br>(Name of Insurer)<br>Best's Rating _____   | Employers Liability \$ _____<br>_____  |                  |                    |
| Check policy type:<br>Comprehensive General Liability _____<br>or<br>Commercial General Liability _____<br>_____<br>(Name of Insurer)<br>Best's Rating _____<br>Claims-Made _____ or Occurrence _____ | Comprehensive General Liability<br>Each Occurrence \$ _____<br>Aggregate \$ _____<br>_____<br>Non-owned Auto \$ _____<br>_____<br>Commercial General Liability<br>Each Occurrence \$ _____<br>General Aggregate either<br>per project/location \$ _____<br>_____<br>or<br>twice occurrence limit \$ _____<br>Non-owned Auto \$ _____ |                  |                    |
| Business Auto Policy<br>Liability Coverage Symbol _____<br>_____<br>(Name of Insurer)<br>Best's Rating _____  | Each Person<br>\$ _____ Each Accident.<br>Each Accident \$ _____<br>or<br>Combined Single Limit \$ _____   |                  |                    |
| Umbrella Liability<br>_____<br>(Name of Insurer)<br>Best's Rating _____<br>Claims-Made _____ or Occurrence _____  | Occurrences/<br>Aggregate \$ _____<br>_____<br>Self-Insured<br>Retention \$ _____  |                  |                    |

Note: If commercial general liability insurance is used or if aggregate limits are endorsed to the comprehensive general liability policy form, the general aggregate must apply per location/project or the aggregate limit must be at least twice the occurrence limit.

| The following coverage or conditions are in effect:  | Yes | No |
|--|-----|----|
| The Entity, its officials, officers, employees and volunteers are named on all liability policies described above as insureds as respects: (a) activities performed for the Entity by or on behalf of the named insured, (b) products and completed operations of the Named Insured, and (c) premises, owned, leased or used by the Named Insured. |     |    |
| Products and Completed Operations  |     |    |
| The undersigned will mail to the Entity 30 days written notice of cancellation or reduction of coverage or limits.   |     |    |
| Cross Liability Cause (or equivalent wording)  |     |    |
| Personal Injury, Perils A, B and C   |     |    |
| Broad Form Property Damage   |     |    |
| X, C, U Hazards included   |     |    |
| Contractual Liability Coverage applying to this Contract   |     |    |
| Liquor Liability   |     |    |
| Coverage afforded the Entity, its officials, employees and volunteers as Insureds applies as primary and not excess or contributing to any insurance issued in the name of the Entity.   |     |    |
| Waiver of subrogation from Workers' Compensation insurer.  |     |    |

This certificate is issued as a matter of information. This certificate is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, item or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

\_\_\_\_\_  
Agency or Broker

\_\_\_\_\_  
Insurance Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Home Office

\_\_\_\_\_  
Name of Person to be Contacted

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

Note: Authorized signatures may be the agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of official of insurer.



# **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 FOX STREET & 19TH AVENUE ROADWAY REPAIRS**

| <b>BASE BID:</b>             |  |             |            |                   |                        |
|------------------------------|--|-------------|------------|-------------------|------------------------|
| <b>Item No.</b>              | <b>Item Description</b>  | <b>Unit</b> | <b>Qty</b> | <b>Unit Price</b> | <b>Total Item Cost</b> |
| 1*                           | Mobilization & Demobilization  | LS          | 1          |                   |                        |
| 2                            | Traffic Control Plan & Implementation  | LS          | 1          |                   |                        |
| 3                            | Water Pollution Control Plan Preparation & Implementation  | LS          | 1          |                   |                        |
| 4                            | Dust Control Plan Preparation & Implementation   | LS          | 1          |                   |                        |
| <b>BASE BID (FOX STREET)</b> |  |             |            |                   |                        |
| 5                            | Demolition, Clearing and Grubbing  | LS          | 1          |                   |                        |
| 6                            | Grind Down Existing Sidewalk To Remove Uplift, Complete and In-Place   | LF          | 58         |                   |                        |
| 7                            | Grind 0.30' and Dispose of Existing Asphalt Concrete Pavement  | SY          | 9,335      |                   |                        |
| 8                            | Construct 0.30' HMA Type A over Existing Aggregate Base Graded And Compacted Per Plan To 95% Relative Compaction | TON         | 1,777      |                   |                        |
| 9                            | Apply Crack Seal Treatment   | GAL         | 100        |                   |                        |
| 10                           | Type II Fiberized Micro-Surface Treatment with Black Rock  | SY          | 9,498      |                   |                        |
| 11                           | Repair Damaged Curb as shown on plans  | LF          | 10         |                   |                        |
| 12                           | Construct City Standard Curb & Gutter with Aggregate Base, complete and in place                                 | LF          | 265        |                   |                        |
| 13                           | Construct City Standard Sidewalk with Aggregate Base, complete & in place  | SF          | 2,757      |                   |                        |

| <b>Item No.</b> | <b>Item Description</b>   | <b>Unit</b> | <b>Qty</b> | <b>Unit Price</b> | <b>Total Item Cost</b> |
|-----------------|---|-------------|------------|-------------------|------------------------|
| 14              | Plant 15 Gallon Chinese Pistache Tree with root ball barriers complete and in place | EA          | 22         |                   |                        |

|  |   |     |       |  |  |
|--|---|-----|-------|--|--|
| 15                                       | Install New Irrigation Sleeves for Chinese Pistache Trees   | EA  | 16    |  |  |
| 16                                       | Install Signing, Striping (2-Coat), and Markings Complete and In-Place                                  | LS  | 1     |  |  |
| <b>BASE BID (19<sup>TH</sup> AVENUE)</b> |   |     |       |  |  |
| 17                                       | Grind 0.30' and Dispose of Existing Asphalt Concrete Pavement   | SY  | 8,880 |  |  |
| 18                                       | Construct 0.30' HMA Type A over existing Aggregate Base Graded and Compacted to 95% relative compaction | TON | 1,690 |  |  |
| 19                                       | Install Signing, Striping (2-Coat), and Markings Complete and In-Place                                  | LS  | 1     |  |  |
| <b>BASE BID TOTAL</b>                    |   |     |       |  |  |

**\*Item 1 - Mobilization & Demobilization Lump Sum Item No. 1 shall not exceed 5% of total Bid.**

| <b>BID ADDITIVE 1 (COVENTRY DRIVE AT FOX STREET)</b> |   |      |     |            |                 |
|--|---|------|-----|------------|-----------------|
| Item No.   | Item Description  | Unit | Qty | Unit Price | Total Item Cost |
| 20   | Remove Existing Sidewalk  | SF   | 750 |            |                 |
| 21   | Construct City Standard Sidewalk with Aggregate Base, complete & in place | SF   | 750 |            |                 |
| <b>BID ADDITIVE 1 TOTAL</b>                          |   |      |     |            |                 |
| <b>BID ADDITIVE 2 (LOOP DETECTOR AT FOX STREET)</b>  |   |      |     |            |                 |
| Item No.   | Item Description  | Unit | Qty | Unit Price | Total Item Cost |
| 22   | Reinstall Loop Detector Type E complete and in place                      | EA   | 1   |            |                 |
| <b>BID ADDITIVE 2 TOTAL</b>                          |   |      |     |            |                 |

**FOX STREET & 19<sup>TH</sup> AVENUE ROADWAY REPAIRS:** 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 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 No. 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.

## SUBCONTRACTORS

Pursuant to the provisions of Section 4100 to 4113 inclusive, of the Public Contract Code of the State of California, every bidder must set forth the name and location of the place of business of each subcontractor who will perform work or labor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the Bidder's total bid, or in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater. If the Bidder fails to specify a subcontractor for any portion of the work in excess of such threshold, he/she/it agrees to perform that portion him-/her-/it-self. The following is the required list of subcontractors:

## BIDDER'S LIST OF SUBCONTRACTORS

(Use extra sheet(s) if necessary)

[illegible]

## 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:

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(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: \_\_\_\_\_

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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**

**CITY OF LEMOORE**

**FOX STREET & 19<sup>TH</sup> AVENUE  
ROADWAY REPAIRS  
TECHNICAL SPECIFICATIONS**



Prepared by Certification:

In accordance with the provisions of Section 6735 of the Business and Professions Code of the State of California, these specifications have been prepared by or under the direction of the following Civil Engineer, licensed in the State of California.

A&M CONSULTING ENGINEERS, INC.  
220 N LOCUST STREET  
VISALIA, CA 93291

559-429-4747

## **CONSTRUCTION DETAILS**

### **10-1.01 GENERAL**

The Contractor's attention is directed to Section 5-1.36, "Property and Facility Preservation" of the Standard Specifications and these Special Provisions.

The Contractor will be required to work around public utility facilities and other improvements that are to remain in place within the construction area or that are to be relocated and relocation operations have not been completed, and in accordance with the provisions of Section 5-1.36D of the Standard Specifications, they will be liable to owners of such facilities and improvements for any damage or interference with service resulting from their operations. The Contractor shall ascertain the exact locations of underground facilities and improvements within the construction area before using equipment that may damage such facilities or interfere with the services. Other forces may be engaged in moving or removing utility facilities or other improvements or maintaining services of utilities and the Contractor shall cooperate with such forces and conduct their operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such other forces.

The Contractor is required to notify all property owners, businesses, residences, etc. in letter form in both English and Spanish of the construction dates and times, at least 5 days prior to the beginning of work. A copy of this notification letter must also be sent to the City of Lemoore. Contractor shall also post "Temporary No Parking" signs, a minimum of 48 hours prior to the commencing of demolition or construction activities on the street adjacent to their property. The notification shall be by posting visible signs at the edge of the curbs and gutters. The signs which will be posted must be on their own lath or attached to delineator cones, or pylons, and not stapled or nailed to any tree, utility pole or street signs. Trees must be protected from being scarred or broken during construction and must be repaired or replaced at Contractor's expense if damage is done.

In the event that vehicles are on the street at the time construction is to begin, the Contractor shall take appropriate action to notify the owner/s of said vehicle to have it moved. If this is not possible, or the vehicle is inoperable and the owner is not capable of moving the vehicle, the Contractor shall inform the Project Engineer, who will notify the City of Lemoore Police Department to have the vehicle towed at the owner's expense. Note: The above action may take place only if the "Temporary No Parking" signs have been in place, and placement has been verified by the Project Engineer, for the required 48-hour time period. Removal of said signs by the property owners or vandals will not constitute Non-compliance with this section.

The Contractor will be held responsible for any damage they may do to existing installations that are to remain in place.

The Contractor shall ensure that all striping and road markings are repainted with paint as specified on the plans.

All property to remain shall be properly protected from injury or damage. Should any such property be damaged, it shall be repaired and/or replaced with material, fixtures, or equipment of the same kind, quality and size or better.

Full compensation for performing all of the work required under these Special Provisions shall be considered as included in the prices paid for the various Contract items of work involved and no separate payment will be made thereof.

### **10-1.02 CONTROL OF WORK**

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

### **10-1.03 CONSTRUCTION AREA TRAFFIC CONTROL DEVICES**

Flagging, signs, and temporary traffic control devices furnished, installed, maintained, and removed when no longer required shall conform to the provisions in Section 12, "Temporary Traffic Control Devices" of the Standard Specifications and these special provisions.

Category 1 temporary traffic control devices are defined as small and lightweight (less than 45 kg) devices. These devices shall be certified as crashworthy by crash testing, crash testing of similar devices, or years of demonstrable safe performance. Category 1 temporary traffic control devices include traffic cones, plastic drums, portable delineators, and channelizers.

If requested by the Engineer, the Contractor shall provide written self-certification for the crashworthiness of Category 1 temporary traffic control devices at least 5 days before beginning any work using the devices or within 2 days after the request if the devices are already in use. Self-certification shall be provided by the manufacturer or Contractor and shall include the following:

- A. Date,
- B. Federal Aid number (if applicable),
- C. Contract number, district, county, route and kilometer post of project limits,
- D. Company name of certifying vendor, street address, city, state and zip code,
- E. Printed name, signature and title of certifying person; and
- F. Category 1 temporary traffic control devices that will be used on the project.

The Contractor may obtain a standard form for self-certification from the Engineer.

Category 2 temporary traffic control devices are defined as small and lightweight (less than 45 kg) devices that are not expected to produce significant vehicular velocity change but may cause potential harm to impacting vehicles. Category 2 temporary traffic control devices include barricades and portable sign supports.

Category 2 temporary traffic control devices shall be on the Federal Highway Administration's (FHWA) list of Acceptable Crashworthy Category 2 Hardware for Work Zones. This list is maintained by FHWA and can be located at:

[http://safety.fhwa.dot.gov/roadway\\_dept/road\\_hardware/listing.cfm?code=workzone](http://safety.fhwa.dot.gov/roadway_dept/road_hardware/listing.cfm?code=workzone)

The Department also maintains this list at:

<http://www.dot.ca.gov/hq/traffops/signtech/signdel/pdf/Category2.pdf>

Category 2 temporary traffic control devices that have not received FHWA acceptance shall not be used. Category 2 temporary traffic control devices in use that have received FHWA acceptance shall be labeled with the FHWA acceptance letter number and the name of the manufacturer. The label shall be readable and permanently affixed by the manufacturer. Category 2 temporary traffic control devices without a label shall not be used.

If requested by the Engineer, the Contractor shall provide a written list of Category 2 temporary traffic control devices to be used on the project at least 5 days before beginning any work using the devices or within 2 days after the request if the devices are already in use.

Category 3 temporary traffic control devices consist of temporary traffic-handling equipment and devices that weigh 45 kg or more and are expected to produce significant vehicular velocity change to impacting vehicles. Temporary traffic-handling equipment and devices include crash cushions, truck-mounted attenuators, temporary railing, temporary barrier, and end treatments for temporary railing and barrier.

Type III barricades may be used as sign supports if the barricades have been successfully crash tested, meeting the NCHRP Report 350 criteria, as one unit with a construction area sign attached.

Category 3 temporary traffic control devices shall be shown on the plans or on the Department's Highway Safety Features list. This list is maintained by the Division of Engineering Services and can be found at:

[http://www.dot.ca.gov/hq/esc/approved\\_products\\_list/HighwaySafe.htm](http://www.dot.ca.gov/hq/esc/approved_products_list/HighwaySafe.htm)

Category 3 temporary traffic control devices that are not shown on the plans or not listed on the Department's Highway Safety Features list shall not be used.

Full compensation for providing self-certification for the crashworthiness of Category 1 temporary traffic control devices and for providing a list of Category 2 temporary traffic control devices used on the project shall be considered as included in the prices paid for the various items of work requiring the use of the Category 1 or Category 2 temporary traffic control devices and no additional compensation will be allowed thereof.

#### **10-1.04 CONSTRUCTION AREA SIGNS**

Construction area signs for temporary traffic control shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in Section 12, "Temporary Traffic Control Devices" of the Standard Specifications and these special provisions.

One C18 sign and One C13 sign shall be posted on each approach/departure from the construction work area. Locations of the signs shall be approved by the Engineer.

Signs may be ported on temporary post supported by cross braces, rather than by digging holes for posts. Where such cross braces are used, no braces shall extend into the traveled way or a sidewalk.



Unless otherwise shown on the plans or specified in these special provisions, the color of construction area warning and guide signs shall have black legend and border on orange background, except W10-1 or W47(CA) (Highway-Rail Grade Crossing Advance Warning) sign shall have black legend and border on yellow background.

Orange background on construction area signs shall be fluorescent orange.

The Contractor shall notify the appropriate regional notification center for operations of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing any excavation for construction area signposts. The regional notification centers include but are not limited to the following:

Underground Service Alert-  
Northern California (USA)

Telephone: 1 (800) 227-2600

Underground Service Alert-  
Southern California (USA)

Telephone: 1 (800) 422-4133

All excavation required to install construction area signs shall be performed by the hand methods without the use of power equipment; except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes.

The Contractor shall maintain accurate information on construction area signs. Signs that are no longer required shall be immediately covered or removed. Signs that convey inaccurate information shall be immediately replaced or the information shall be corrected. Covers shall be replaced when they no longer cover the signs properly. The Contractor shall immediately restore to the original position and location any sign that is displaced or overturned, from any cause, during the progress of work.

Construction area signs shown on the plans, except those signs required for traffic control system for lane closure and unless otherwise specified in the special provisions, will be paid for on a lump sum basis, which lump sum price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing construction area signs required for the direction of public traffic through or around the work and for erecting or placing, maintaining (including covering and uncovering as needed) and, when no longer required, removing construction area signs at locations shown on the plans.

Full compensation for furnishing, erecting, maintaining and removing any additional construction area signs the Contractor may deem necessary will be considered as included in prices paid for the various Contract items of work and no additional compensation will be allowed thereof.

#### **10-1.05 MAINTAINING TRAFFIC**

Attention is directed to Sections 7-1.03, "Public Convenience" 7-1.04, "Public Safety" and 12, "Temporary Traffic Control Devices" of the Standard Specifications and these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from their responsibility as provided in said Section 7-1.04.

The Contractor will not be allowed to close streets. One lane of through traffic shall be maintained at all times with appropriate Signage, Personnel and safety equipment to safely direct traffic through the construction area, unless the Contractor submits to the Public Works Director a proposed detour plan.

Detour plan shall meet the criteria for detour plans as shown in the latest edition of the California Department of Transportation Manual of Traffic Controls for Construction and Maintenance Zones. The City Engineer and the Director of Public Works shall approve Detour Plan, copies shall be sent to the City of Lemoore Police Department and Local Fire Agencies and Emergency Organizations, i.e. Hospitals and Ambulance services, and the California Highway Patrol. Said Detour Plan shall clearly state the dates and times of closure. Closures shall only be allowed during working hours, and the roadway shall be made passable for passenger type vehicles at the close of the work each day.

The Contractor shall be responsible for all barricades, delineators, cones, reflective media, signs and other traffic control measures necessary for the safe control of traffic and protection of the work.

The Contractor shall notify in writing all residents, commercial establishments and others affected by the construction, 5 days prior to the beginning of construction.

The Contractor shall also place "TEMPORARY NO PARKING" signs, in the areas of construction a minimum of 48 hours prior to beginning work for AC Paving, Microsurfacing, Curb and Gutter Replacement, and as necessary for striping and placement of signs.

The Contractor is responsible for the repair of any damage done by emergency or other vehicles, inadvertent or not.

The Contractor shall review with the City Engineer, Project Engineer, Director of Public Works and the Chief of Police, their proposed method of barricading and signing in the field and shall comply with any request they may make. Said review shall be at least 48 hours in advance of construction. Contractor shall also notify in writing the City Engineer, the City Police, Fire and County Fire Departments, and Sheriff's Department of their proposed construction schedule.

**The Contractor shall provide a traffic control plan to the City for review and approval prior to commencement of work on roadways.**

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders including any section closed to public traffic.

The Contractor shall notify local authorities of the Contractor's intent to begin work at least 5 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make arrangements relative to keeping the working area clear of parked vehicles.

Whenever work vehicles or equipment are parked on the shoulder within 6 ft of a traffic lane, the shoulder area shall be closed with fluorescent orange traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 24-ft intervals to a point not less than 24 ft past the last vehicle or piece of equipment. A minimum of 9 traffic cones or portable delineators shall be used for the taper. A W20-1 (ROAD WORK AHEAD) or W21-5b (RIGHT/LEFT SHOULDER CLOSED AHEAD) or C24(CA) (SHOULDER WORK AHEAD) sign shall be mounted on a portable sign stand with flags. The sign shall be placed where designated by the Engineer. The sign shall be a minimum of 48in x 48in in size. The Contractor shall immediately restore to the original position and location a traffic cone or delineator that is displaced or overturned, during the progress of work.

A minimum of one traffic lane, not less than 11 ft wide, shall be open for use by public traffic in each direction of travel.

Full compensation for performing all of the work required under these Special Provisions shall be considered as included in the prices paid for the various Contract items of work involved and no separate payment will be made thereof.

#### **10-1.06 EXISTING ROADWAY FACILITIES**

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

#### **10-1.07 PRESERVATION OF PROPERTY**

Attention is directed to the provisions in Section 5-1.36, "Property and Facility Preservation" of the Standard Specifications and these special provisions.

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

Notice to Property Owners and Tenants: The Contractor shall give a written notice to all property owners adjacent to and affected by their work at least five (5) working days in advance of beginning the work, indicating the work to be performed and the approximate length of time that the property owner or tenant will be affected by their operations.

Access: Access shall be provided to all businesses and residences whenever practicable. The Contractor shall conduct their operations so as to cause the least inconvenience to both vehicular and pedestrian access.

Existing trees, shrubs and other plants, that are not to be removed as shown on the plans or specified elsewhere in these special provisions and are injured or damaged by reason of the Contractor's operations, shall be replaced by the Contractor. Damaged or injured plants shall be removed and disposed of.

Replacement planting of injured or damaged trees, shrubs and other plants shall be completed not less than 20 working days prior to acceptance of the contract. Replacement plants shall be watered as necessary to maintain the plants in a healthy condition.

#### **10-1.08 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 tearing up of the street affecting said utility companies.

It shall be the obligation of the Contractor to immediately notify the affected utility company if relocation of any utilities will be required.

#### **10-1.09 PEDESTRIAN ACCESS**

Pedestrian access shall be maintained on all existing crosswalks and all existing wheelchair ramps during construction. If the Contractor's operations require the closure of one walkway, then another walkway shall be provided nearby, off the traveled roadway.

Access: Access shall be provided to all businesses and residences whenever practicable. The Contractor shall conduct their operations so as to cause the least inconvenience to both vehicular and pedestrian access.

Full compensation for providing said pedestrian facilities shall be considered as included in the prices paid for the various Contract items of work involved and no separate payment will be made thereof.

#### **10-1.10 INSTALLING ROADSIDE SIGNS**

All details and dimensions for roadside signs and the installation thereof shall conform to the current State of California, Department of Transportation, Sign Specifications, Traffic Manual, Standard Specifications, Standard Plans, and these special provisions.

New roadside signs and posts, or other alternate mountings as shown on the plans, shall be installed at the locations shown on the plans or as directed by the Engineer. New and relocated signs shall be installed on appropriately sized perforated square posts with an anchor sleeve as directed by the Engineer.

Full compensation for furnishing and installing new roadside signs shall be considered as included in the contract price paid and no additional payment will be made thereof.

#### **10-1.11 PAINT TRAFFIC STRIPE AND PAVEMENT MARKING**

Painted traffic stripes (traffic lines) and pavement markings shall be applied in conformance with the provisions in Section 84, "Markings" of the Standard Specifications and these special provisions.

Traffic stripe and pavement marking paint shall conform to the requirements in State Specification No. PTWB-01.

The color of the painted traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D 6628-01.

Retroreflectivity of the paint traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D 6359-99. White painted traffic stripes and pavement markings shall have a minimum initial retroreflectivity of  $250 \text{ mcd m}^{-2} \text{ lx}^{-1}$ . Yellow painted traffic stripes and pavement markings shall have a minimum initial retroreflectivity of  $150 \text{ mcd m}^{-2} \text{ lx}^{-1}$ .

Traffic stripes and all markings shall be per CALTRANS standards as noted on the plans.

Contractor to place street centerline striping, lane line striping, limit lines, directional arrows and crosswalks as shown on the plans.

Any existing pavement striping and markings indicated on the plans to remain unmodified, which are destroyed by the Contractor shall be replaced by the Contractor. Payment for such items shall be included in the various items of work and no separate payment will be made thereof.

Nothing in these Special Provisions shall relieve the Contractor from their responsibilities as provided in Section 7-1.04, "Public Safety" of the Standard Specifications.

Payment for any striping, marking & signage shall be considered as included in the contract price paid for each of these bid items and no additional payment will be made thereof.

#### **10-1.12 PROTECTING AND ADJUSTING FRAMES AND COVERS TO GRADE**

Frames and covers of existing utilities shall be protected and adjusted to final finished grade in accordance with the provisions in Section 15 "Existing Facilities," of the Standard Specifications, these special provisions, and the City Standards. Special care shall be taken to ensure that dirt, debris, or other materials are not allowed to enter the affected utility. Any material that does enter the affected utility must be immediately removed at Contractor expense.

Existing manhole frames and covers, if salvaged undamaged, may be reused. If damaged, a new frame and cover shall be furnished. Full compensation for furnishing new cast iron frame and cover for sewer and drainage manholes shall be considered as included in the various Contract price paid and no additional allowance will be allowed.

#### **10-1.13 ADJUST SURVEY MONUMENTS**

Existing survey monuments to remain undisturbed, if disturbed, Contractor to be responsible for the resetting of monuments by a qualified individual.

Full compensation for furnishing new cast iron frame and cover for survey monuments and resetting of survey monuments if needed shall be considered as included in the various Contract price and no additional allowance will be allowed thereof.

#### **10-1.14 DUST CONTROL**

Dust control shall conform to the provisions of Section 18, "Dust Palliatives" of the Standard Specifications, City Standards, and these special provisions. Full compensation for dust control shall be considered as included in the prices paid for the various Contract items of work and no separate payment will be made thereof.

The Contractor shall protect workers from exposure to Valley fever during demolition and construction operations by complying with applicable regulations, including California Labor Code §6709. This shall include providing annual Valley fever training to employees and prior to any soil-disturbing work. Training shall cover transmission, risk factors, symptoms, prevention methods, and the use of personal protective equipment (PPE). The Contractor shall implement dust control measures and monitor site conditions to ensure their effectiveness. When dust cannot be adequately controlled, the Contractor shall provide NIOSH-approved respirators or other appropriate PPE. Suspected work-related cases shall be promptly reported in accordance with CAL/OSHA requirements.

#### **10-1.15 WATER POLLUTION CONTROL**

Water pollution control shall conform to the provisions of Section 13, "Water Pollution Control" of the Standard Specifications and these special provisions. Full compensation for water pollution control shall be considered as included in the prices paid for the various Contract items of work and no separate payment will be made thereof.

#### **10-1.16 CONTRACT ITEMS OF WORK**

Contract items of work are described herein, including the method of measurement and payment.

This section specifies the method of measurement and payment for this Contract. Any method of measurement and payment described in the Standard specifications in conflict herewith is declared null and void.

It is intended herein that compensation for the entire work is to be accomplished through the combination of the various Contract pay items of work and compensation outside of these Contract items will not be allowed except for extra work ordered in writing by the City. In preparing this bid, the Contractor is enjoined to be diligent in making sure that all of their costs are covered by the Contract items of work.

Attention is directed to the bidding schedule. The Contractor is to indicate unit price bid and total price bid for the estimated quantities as shown.

#### **10-1.17 ROADWAY FINISHING**

Surplus material, tools and temporary structures shall be removed by the Contractor and all excess dirt, rubbish, and excess earth from excavations shall be removed and disposed of by the Contractor at the end of each day. Work site to be left in a safe condition at all times. Payment for roadway finishing to include shoulder backing shall be considered as included in the various items of work and no additional allowance will be allowed thereof. Finishing roadway shall conform to the provisions in Section 22, "Finishing Roadway" of the Standard Specifications, City Standards, and these special provisions.

In addition to the conditions, provisions and requirements of Section 22-1.03, "Construction" of the Standard Specifications, the following shall apply:

The Contractor shall remove, from all affected areas, whether inside or outside the project limits, all excess and/or objectionable material originating within the project limits and transported by public traffic or by the Contractor's operations.

The Contractor may use any method, approved by the Engineer that does not create a dust problem to remove the excess and/or objectionable material from the affected areas. However, in residential areas, when a broom is used, a self-contained, pick-up type, power broom with water distribution system shall be used. The Contractor shall water test paved areas for

ponding and flow prior to acceptance. Areas requiring mediation will be done at the Contractor expense and approved by the city engineer.

#### **10-1.18 POST-CONSTRUCTION SURVEY**

Pursuant to the Land Surveyor's Act of the Business and Professions Code of the State of California, Section 8771, a corner record and/or record of survey locating/referencing all existing monuments in the project area shall be filed with the County Surveyor prior to and after construction activities. The City of Lemoore will prepare the corner record prior to construction activities. **The Contractor is responsible for provision of the corner record or record of survey post-construction to satisfy this regulation.**

#### **10-1.19 BITUMINOUS SEALS**

##### **10-1.19-1 GENERAL**

##### **10-1.19-1.01 GENERAL**

##### **10-1.19-1.01A Summary**

Section 10-1.19-1 includes general specifications for applying bituminous seals.

Section 36-3, "Pavement Smoothness" of the Standard Specifications does not apply.

##### **10-1.19-1.01B Definitions**

Reserved

##### **10-1.19-1.01C Submittals**

Reserved

##### **10-1.19-1.01D Quality Assurance**

Reserved

##### **10-1.19-1.02 MATERIALS**

Not Used

##### **10-1.19-1.03 CONSTRUCTION**

##### **10-1.19-1.03A General**

Asphaltic emulsion for seal coats may be reheated if necessary. After loading the asphaltic emulsion into a tank car or truck for transport to the job site, do not heat it above 160 degrees F. During reheating, agitate the asphaltic emulsion to prevent localized overheating.

Except for fog seal coats, apply Setting Grade 1 asphaltic emulsions at a temperature from 75 to 130 degrees F and apply Setting Grade 2 asphaltic emulsions from 110 to 185 degrees F.

Asphaltic emulsion must not cool to a temperature below 40 degrees F.

##### **10-1.19-1.03B Equipment**

Distributor trucks must be equipped with:

1. Pressure-type system with insulated tanks
2. Spray bars:
  - 2.1. With minimum length of 9 feet and full-circulating type
  - 2.2. With full-circulating-type extensions if needed to cover a greater width
  - 2.3. Adjustable to allow positioning at various heights above the surface to be treated
  - 2.4. Operated by levers such that 1 or all valves may be quickly opened or closed in one operation
3. Devices and charts to provide for accurate and rapid determination and control of asphaltic emulsion quantities being applied. Include an auxiliary wheel type bitumeter that registers:
  - 3.1. Speed in ft/min
  - 3.2. Trip by count
  - 3.3. Total distance in feet
4. Distribution system:
  - 4.1. Capable of producing a uniform application of liquid asphalt in controlled amounts ranging from 0.02 to 1 gal/sq yd of surface and a pressure range from 25 to 75 psi
  - 4.2. With a hose and nozzle for application to areas inaccessible to the distributor
  - 4.3. With pressure gauges and a thermometer for determining temperatures of the asphaltic emulsion

The use of gravity distributors is not allowed.

You may use cab-controlled valves for the application of seals. The valves controlling the flow from nozzles must act positively to provide a uniform unbroken application of asphaltic emulsion on the surface.

Maintain distributor and storage tanks at all times to prevent dripping.

#### **10-1.19-1.04 PAYMENT**

Not Used

#### **10-1.19-2 SEAL COATS**

##### **10-1.19-2.01 GENERAL**

##### **10-1.19-2.01A General**

##### **10-1.19-2.01A(1) Summary**

Section 10-1.19-2.01 includes general specifications for applying seal coats.

Signs for seal coat work must comply with section 12-3.11, "Construction Area Signs" of the Standard Specifications.

##### **10-1.19-2.01A(2) Definitions**

Reserved

##### **10-1.19-2.01A(3) Submittals**

Reserved

##### **10-1.19-2.01A(4) Quality Assurance**

##### **10-1.19-2.01A(4)(a) General**

Reserved

##### **10-1.19-2.01A(4)(b) Quality Control**

Reserved

##### **10-1.19-2.01A(4)(c) Department Acceptance**

The Department accepts screenings based on the quality characteristic requirements specified in section 10-1.19-2.01B.

If test results for the screenings gradation do not comply with the requirements in the table titled "Seal Coat Screenings" you may remove the seal coat represented by these tests or request that it remain in place with a Payment deduction. If your request is authorized, \$1.75 per ton for noncompliant screenings left in place is deducted.

##### **10-1.19-2.01B Materials**

Screenings must be broken stone, crushed gravel, or both. At least 90 percent of screenings by weight must be crushed particles as determined under California Test 205.

Screenings for seal coats must comply with the requirements shown in the following table:

### Seal Coat Screenings

| Quality characteristic       | Test method         | Requirement |
|------------------------------|---------------------|-------------|
| Los Angeles Rattler (max, %) | California Test 211 | 10          |
| Loss at 100 revolutions      |                     | 40          |
| Loss at 500 revolutions      | California Test 302 | 25          |
| Film stripping (max, %)      |                     |             |

#### 10-1.19-2.01C Construction

##### 10-1.19-2.01C(1) General

For seal coats on 2-lane, two-way roadways, place a W8-7 (LOOSE GRAVEL) sign and a W13-1P (35 MPH) plaque at 2,000-foot maximum intervals along each side of the traveled way where screenings are spread on a traffic lane and at public roads or streets entering the seal coat area. Place the 1st W8-7 sign in each direction where traffic first encounters the loose screenings, regardless of which lane the screenings are spread. A W13-1P (35 MPH) plaque is not required where the posted speed limit is less than 40 mph.

Maintain signs in place at each location until the final brooming of the seal coat surface for that location is complete. Signs may be set on temporary portable supports with the W13-1P plaque below the W8-7 sign or on barricades with the W13-1P plaque alternating with the W8-7 sign.

Schedule the seal coat activities such that seal coat is placed on both lanes of the traveled way each work shift and such that 1-way traffic control is discontinued 1 hour before darkness. At the end of the work shift, the end of the seal coat on both lanes must generally match.

If traffic is routed over a surface where a seal coat application is intended, the seal coat must not be applied to more than half the width of the traveled way at a time, and the remaining width must be kept free of obstructions and open to traffic until the previously applied width is ready for traffic use.

Wherever final sweeping or brooming of the seal coat surface is complete, place permanent traffic stripes and pavement markings within 10 days.

If you fail to place the permanent traffic stripes and pavement markings within the specified time, the Department withholds 50 percent of the estimated value of the seal coat work completed that has not received permanent traffic stripes and pavement markings.

##### 10-1.19-2.01C(2) Equipment

Equipment for seal coats must include and comply with the following:

1. Screenings haul trucks. Haul trucks must have:
  - 1.1. Tailgates that discharge screenings
  - 1.2. Devices to lock onto the rear screenings spreader hitch
  - 1.3. Dump beds that will not push down on the spreader when fully raised
  - 1.4. Dump beds that will not spill screenings on the roadway when transferred to the spreader hopper
  - 1.5. Tarpaulins to cover precoated screenings if haul distance exceeds 30 minutes or ambient temperature is less than 65 degrees F
2. Self-propelled screenings spreader. The spreader must have:
  - 2.1. Screenings hopper in the rear
  - 2.2. Belt conveyors that carry the screenings to the front
  - 2.3. Spreading hopper capable of providing a uniform screening spread rate over the entire width of the traffic lane in 1 application.
3. Self-propelled power brooms. Do not use gutter brooms or steel-tined brooms. Brooms must be capable of removing loose screenings adjacent to barriers that prevent screenings from being swept off the roadway, including curbs, gutters, dikes, berms, and railings.
4. Pneumatic-tired rollers. Pneumatic-tired rollers must be an oscillating type at least 4 feet wide. Each roller must be self-propelled and reversible. Pneumatic tires must be of equal size, diameter, type, and ply. The roller must carry at least 3,000 lbs of load on each wheel, and each tire must have an air pressure of  $100 \pm 5$  psi.

##### 10-1.19-2.01C(3) Surface Preparation

Prior to slurry seal, clean out cracks and potholes of extraneous material. Fill cracks with crack-fill and fill potholes with cold patch asphalt mix as designated on the plans. Before applying seal coat, cover manholes, valve and monument covers, grates, or other exposed facilities located within the area of application with plastic or oil-resistant construction paper secured by tape or adhesive to the facility being covered. Reference the covered facilities with enough control points to locate the facilities after the application of the seal coat.

After completion of seal coat activities, remove covers from the facilities.

Immediately before applying seal coat, clean the surface to receive seal coat by removing extraneous material and drying. Use brooms to clean the existing pavement. Immediately before applying slurry seals or micro-surfacing, clean the surface to receive slurry seals or micro-surfacing by removing any extraneous material affecting adhesion of the slurry seal or micro-surfacing with the existing surface (including thermoplastic). Use self-propelled power brooms or other methods such as flushing to clean the existing pavement.

#### **10-1.19-2.01C(5) Spreading Screenings**

Prevent vehicles from driving on asphaltic emulsion or asphalt binder before spreading screenings.

Spread screenings at a uniform rate over the full lane width in 1 application.

Broom excess screenings at joints before spreading adjacent screenings.

Operate the spreader at speeds slow enough to prevent screenings from rolling over after dropping.

If the spreader is not moving, screenings must not drop. If you stop spreading and screenings drop, remove the excess screenings before resuming activities.

#### **10-1.19-2.01C(6) Finishing**

Remove piles, ridges, or unevenly distributed screenings. Repair permanent ridges, bumps, or depressions in the finished surface. Spread additional screenings and roll if screenings are picked up by rollers or vehicles.

Seal coat joints between adjacent applications of seal coat must be smooth, straight, uniform, and completely covered. Longitudinal joints must be at lane lines and not overlap by more than 4 inches. Blend the adjacent applications by brooming.

A coverage must consist of the number of passes a roller needs to cover the width. A pass must be 1 roller movement parallel to the seal coat application in either direction. Overlapping passes are part of the coverage being made and are not part of a subsequent coverage. Do not start a coverage until completing the previous coverage.

Before opening to traffic, finish seal coat in the following sequence:

1. Perform initial rolling consisting of 1 coverage with a pneumatic-tired roller
2. Perform final rolling consisting of 3 coverages with a pneumatic-tired roller
3. Broom excess screenings from the roadway and adjacent abutting areas
4. Apply flush coat if specified

The Engineer may order salvaging and stockpiling excess screenings. Salvaging and stockpiling excess screenings is change order work.

Dispose of excess screenings the Engineer determines are not salvageable or dispose of them on embankment slopes or in authorized areas.

#### **10-1.19-2.01C(7) Seal Coat Brooming**

Broom seal coat surfaces for at least 4 consecutive days starting from the day screenings are applied. Brooming must:

1. Keep the surface free from loose screenings
2. Distribute screenings over the surface so as to absorb any free asphaltic material
3. Cover any areas deficient in cover coat material
4. Prevent formation of corrugations

#### **10-1.19-2.01D Payment**

Not Used

#### **10-1.19-2.04C Polymer Asphaltic Emulsion Seal Coat**

##### **10-1.19-2.04C(1) General**

##### **10-1.19-2.04C(1)(a) Summary**

Section 10-1.19-2.04C includes specifications for applying a polymer asphaltic emulsion seal coat.

##### **10-1.19-2.04C(1)(b) Definitions**

Reserved



**10-1.19-2.04C(1)(c) Submittals**

Reserved

**10-1.19-2.04C(1)(d) Quality Assurance**

The authorized laboratory must test screenings for retention under the Vialit test method for aggregate in chip seals (French chip). The Vialit test results are not used for acceptance. The Vialit test is available on the METS website.

A test for polymer asphaltic emulsion represents the smaller of 55 tons or 1 day's production.

A test for the screenings gradation or cleanness value represents the smaller of 300 tons or 1 day's production.

If the test results for polymer asphaltic emulsion do not comply with the specifications, the Engineer assesses a pay factor value for the following quality characteristics and increments:

**Polymer Asphaltic Emulsion Pay Factor Table**

| Quality characteristic                     | Test method         | Increment                                       | Pay factor |
|--|---------------------|---|------------|
| Test on polymer asphaltic emulsion:        |                     |   |            |
| Viscosity at 50 °C (Saybolt Furol seconds) | AASHTO T 59         | Each 10 seconds above max or below min          | 1          |
| Settlement in 5 days                       | AASHTO T 59         | Each 1.5% above max                             | 1          |
| sieve test                                 | AASHTO T 59         | Each 0.2% above max                             | 1          |
| demulsibility                              | AASHTO T 59         | Each 2% below min                               | 1          |
| Test on residue from evaporation:          |                     |   |            |
| Penetration at 25 °C                       | AASHTO T 49         | Each 2 dm above max or below min                | 1          |
| Field softening point °C                   | ASTM D36/D36M       | 2 °C below min                                  | 1          |
| Torsional recovery <sup>a</sup>            | California Test 332 | For each 1 increment below the min value of 18  | 1          |
|  |                     | For each 2 increments below the min value of 18 | 3          |
|  |                     | For each 3 increments below the min value of 18 | 10         |
| Elastic recovery                           | AASHTO T 301        | For each 1 increment below the min value of 60  | 1          |
|  |                     | For each 2 increments below the min value of 60 | 3          |
|  |                     | For each 3 increments below the min value of 60 | 10         |

<sup>a</sup>The highest pay factor applies.

The Engineer assesses a pay factor of 1 for sampling not performed in compliance with the specifications, including shipping and sampling containers.

For noncompliant polymer asphaltic emulsion, you may request seal coat to remain in place. If the request is authorized, the Department makes a Payment deduction corresponding to the total pay factor value shown in the following table:

**Polymer Asphaltic Emulsion Pay Factor Deductions**

| Total pay factor value | Deduction   |
|------------------------|-------------|
| 0                      | none        |
| 1–2                    | \$5.00/ton  |
| 3–5                    | \$10.00/ton |
| 6–9                    | \$15.00/ton |
| 10–14                  | \$25.00/ton |
| 15–20                  | \$50.00/ton |

You must remove polymer asphaltic emulsion seal coat with a total pay factor value greater than 20.

For polymer asphaltic emulsion seal coat, if a test result for the screenings cleanness value is from 75 to less than 86, you may request that the seal coat remain in place. If the request is authorized, the Department makes a Payment deduction corresponding to the cleanness value shown in the following table:

**Polymer Asphaltic Emulsion Seal Coat Cleanness Value Deductions**

| Cleanness value | Deduction  |
|-----------------|------------|
| 86 or over      | None       |
| 81–85           | \$2.20/ton |
| 77–80           | \$4.40/ton |
| 75–76           | \$6.60/ton |

If the test results for polymer asphaltic emulsion aggregate gradation and cleanness value do not comply with the specifications, both Payment deductions are made.

**10-1.19-2.04C(2) Materials**

Polymer asphaltic emulsion must include elastomeric polymer.

Polymer asphaltic emulsion must comply with section 94, Table 3, under the test on residue from evaporation test for Grades PMRS2, PMRS2h, PMCRS2, and PMCRS2h and the following:

1. Penetration at 39.2 degrees F, 200g for 60 seconds, determined under AASHTO T 49 must be at least 6.
2. Elastic recovery of at least 60 percent when tested under AASHTO T 301.
3. Polymer content in percent by weight does not apply.
4. Ring and ball softening point temperature determined under AASHTO T 53 for Test on Residue from Evaporation Test must comply with the following minimum temperature requirement:
  - 4.1. 126 degrees F for a geographical ambient temperature from 32 to 104 degrees F
  - 4.2. 129 degrees F for a geographical ambient temperature from 18 to 104 degrees F
  - 4.3. 135 degrees F for a geographical ambient temperature from 18 to greater than 104 degrees F

Screenings for polymer asphaltic emulsion seal coat must have the gradation as determined under California Test 202 in the following table:

| Sieve size | Medium<br>3/8" max |
|------------|--------------------|
| 3/4"       | --                 |
| 1/2"       | 100                |
| 3/8"       | 85–100             |
| No. 4      | 0–15               |
| No. 8      | 0–5                |
| No. 16     | --                 |
| No. 30     | --                 |
| No. 200    | 0–2                |

The cleanness value determined under California Test 227 must be 86 or greater.

**10-1.19-2.04C(3) Construction**

Polymer asphaltic emulsion must be applied within the application rate ranges shown in the following table:

**Polymer Asphaltic Emulsion Application Rates**

| Screenings | Application rate range<br>(gal/sq yd) |
|------------|---------------------------------------|
| Medium     | 0.25–0.40                             |

Apply polymer asphaltic emulsion when the ambient air temperature is from 60 to 105 degrees F and the pavement surface temperature is at least 55 degrees F.

Do not apply polymer asphaltic emulsion when weather forecasts predict the ambient air temperature will fall below 39 degrees F within 24 hours after application.

You may stockpile screenings for polymer emulsion seal coat if you prevent contamination. Screenings must have damp surfaces at spreading. If water visibly separates from the screenings, do not spread them. You may redampen them in the delivery vehicle.

Spread screenings before the polymer emulsion sets or breaks.

Screenings must have a spread rate within the ranges shown in the following table:

| Screening Spread Rates |                  |
|------------------------|------------------|
| Seal coat type         | Range (lb/sq yd) |
| Medium                 | 20–30            |

The Engineer determines the exact application rate. Spread screenings within 10 percent of the rate determined by the Engineer.

Do not spread screenings more than 2,500 feet ahead of the completed initial rolling.

**10-1.19-2.04C(4) Payment**

Not Used

**10-1.19-3 FIBERIZED BLACK ROCK SLURRY SEAL AND MICRO-SURFACING**

**10-1.19-3.01 GENERAL**

**10-1.19-3.01A Summary**

Section 10-1.19-3 includes specifications for applying SLURRY SEAL and micro-surfacing.

Applying a SLURRY SEAL consists of spreading a mixture of asphaltic emulsion or polymer modified asphaltic emulsion, aggregate, set-control additives, and water on a surface or pavement.

Applying a Micro-surfacing consists of spreading a mixture of Micro-surfacing emulsion, water, additives, mineral filler, and black aggregate on the pavement.

**10-1.19-3.01B Definitions**

Reserved

**10-1.19-3.01C Submittals**

**10-1.19-3.01C(1) General**

The testing laboratory must sign the original laboratory report and mix design.

If the mix design consists of the same materials covered by a previous laboratory report, you may submit the previous laboratory report that must include material testing data performed within the previous 12 months for authorization.

If you change any of the materials in the mix design, submit a new mix design and laboratory report at least 10 days before starting SLURRY SEAL and Micro-surfacing work.

**10-1.19-3.01C(2) BLACK ROCK SLURRY SEAL (0.15 - 0.20% Fiberized)**

Submit a laboratory report of test results and a proposed mix design 10 days before starting placement of SLURRY SEAL. The report and mix design must include the specific materials to be used.

The laboratory report must include:

1. Test results used in the mix design
2. Proportions of the following materials based on the aggregate's dry weight:
  - 2.1. Black Rock Aggregate
  - 2.2. Filler determined from tests, minimum and maximum
  - 2.3. Water, minimum and maximum
  - 2.4. Asphalt solids content
  - 2.5. Set control agent
3. Comparison of SLURRY SEAL test results to the specified values
4. Fiber

Each day, submit moisture data for the aggregate collected every 2 hours if you are unable to maintain the moisture content to within a maximum daily variation of  $\pm 0.5$  percent.

#### **10-1.19-3.01C(3) Micro-surfacing**

Submit a laboratory report of test results and a proposed mix design 10 days before starting placement of micro-surfacing. The report and mix design must include the specific materials to be used and show a comparison of test results and specifications. The report must also include:

1. Test results used in the mix design
2. Proportions of the following materials based on the aggregate's dry weight:
  - 2.1. Black Rock Aggregate
  - 2.2. Water, minimum and maximum
  - 2.3. Additives
  - 2.4. Mineral filler, minimum and maximum
  - 2.5. Micro-surfacing emulsion residual asphalt content, minimum and maximum
3. Recommended changes to the following proportions based on heating the mixture to 100 degrees F and mixing for 60 seconds:
  - 3.1. Water
  - 3.2. Additives
  - 3.3. Mineral filler
4. Comparison of each individual material's test results to its specified values
5. Quantitative moisture effects on the aggregate's unit weight determined under ASTM C29M

The recommended changes in item 3 in the list above do not apply to nighttime applications or if atmospheric temperatures below 90 degrees F are forecast for daytime applications.

Submit a certificate of compliance with each shipment of Micro-surfacing emulsion as specified for asphaltic emulsion in section 94-1.01C, "Submittals" of the Standard Specifications.

#### **10-1.19-3.01D Quality Assurance**

##### **10-1.19-3.01D(1) General**

Your laboratory must be able to perform International Slurry Surfacing Association tests and mix designs.

In the presence of the Engineer, calibrate each mixer-spreader used. Notify the Engineer at least 5 business days before calibrating. Calibration must comply with the Department's Material Plant Quality Program.

If the Department authorizes a mixer-spreader, its calibration is valid for 6 months provided you:

1. Use the same truck verified with a unique identifying number
2. Use the same materials in compliance with the authorized mix design
3. Do not perform any repair or alteration to the proportioning systems

##### **10-1.19-3.01D(2) SLURRY SEAL**

Calibrate the adjustable cut-off gate settings of each mixer-spreader truck on the project to achieve the correct delivery rate of aggregate and emulsion per revolution of the aggregate feeder in compliance with California Test 109.

Checks must be performed for each aggregate source using an approved California Test 109 vehicle scale.

Individual checks of the aggregate belt feeder's delivery rate to the pugmill mixer must not vary more than 2 percent from the average of 3 runs of at least 3 tons each.

Individual checks of the emulsion pump's delivery rate to the pugmill mixer must not vary more than 2 percent from the average of 3 runs of at least 500 gal each.

Measure aggregate moisture every 2 hours during SLURRY SEAL placement or maintain the moisture content within a maximum daily variation of  $\pm 0.5$  percent.

#### **10-1.19-3.01D(3) Micro-surfacing**

Before using a variable-rate emulsion pump, the pump must be calibrated and sealed in the calibrated condition under the Department's Material Plant Quality Program.

For the aggregate belt feeder, the delivery rate for any individual check run must not deviate more than 2 percent from the average of the rates of 3 runs of at least 3 tons each.

For the emulsion pump, the delivery rate for any individual check run must not deviate more than 2 percent from the average of the rates of 3 runs of at least 300 gal each.

#### **10-1.19-3.01D(4) Department Acceptance**

The Department accepts aggregate for SLURRY SEAL and Micro-surfacing based on compliance with the aggregate gradation and sand equivalent requirements.

An aggregate gradation or cleanness value test represents 300 tons or 1 day's production, whichever is less.

If the test results for aggregate gradation or sand equivalent do not comply with the specified requirements, you may remove the installed Micro-surfacing represented by the test results or request it remain in place with a Payment deduction. If your request is authorized, the Department deducts:

1. \$1.75 per ton of SLURRY SEAL for each noncompliant aggregate gradation and sand equivalent test
2. \$2.00 per ton of Micro-surfacing for each noncompliant aggregate gradation and sand equivalent test

#### **10-1.19-3.02 MATERIALS**

##### **10-1.19-3.02A General**

Aggregate for SLURRY SEAL and Micro-surfacing must comply with the gradation requirements shown in the following table:

**Aggregate Gradation**

| Sieve size | Test Method            | Requirements |          |
|------------|------------------------|--------------|----------|
|            |                        | Type II      | Type III |
| 3/8"       | California Test<br>202 | 100          | 100      |
| No. 4      |                        | 94-100       | 70-90    |
| No. 8      |                        | 65-90        | 45-70    |
| No. 16     |                        | 40-70        | 28-50    |
| No. 30     |                        | 25-50        | 19-34    |
| No. 200    |                        | 5-15         | 5-15     |

Aggregate shall consist of sound, durable, crushed stone or crushed gravel and approved mineral filler. The material shall be free from vegetable matter and other deleterious substances. Aggregate shall be one hundred percent (100%) crushed with no rounded particles, volcanic in origin and black in color.

##### **10-1.19-3.02B BLACK ROCK SLURRY SEAL (0.15 - 0.20% Fiberized)**

##### **10-1.19-3.02B(1) General**

The SLURRY SEAL mix design must comply with the requirements shown in the following table:

**SLURRY SEAL Mix Design Requirements**

| Quality characteristic                                  | Test method <sup>a</sup> | Requirement       |
|---|--------------------------|-------------------|
| Consistency (max, mm)                                   | Technical Bulletin 106   | 30                |
| Wet stripping   | Technical Bulletin 114   | Pass              |
| Compatibility   | Technical Bulletin 115   | Pass <sup>b</sup> |
| Cohesion test <sup>c</sup> , within 1 hour (min, kg-mm) | Technical Bulletin 139   | 200               |
| Wet track abrasion (max, g/m <sup>2</sup> )             | Technical Bulletin 100   | 810               |

<sup>a</sup>Test methods are by the International Slurry Surfacing Association.

<sup>b</sup>Mixing test must pass at the maximum expected air temperature at the job site during placement.

<sup>c</sup>Using project source aggregate, asphaltic emulsion, and set-control agents if any.

The mix design must have the percentage of asphaltic emulsion, based on percentage by weight of the dry aggregate, within the ranges shown in the following table:

| Asphaltic Emulsion Percentage |       |
|-------------------------------|-------|
| Aggregate type                | Range |
| II                            | 12–18 |

The Engineer determines the exact percentage based on the design asphalt binder content and the asphalt solids content of the asphaltic emulsion furnished.

#### 10-1.19-3.02B(2) Aggregate

If the specific gravities differ by 0.2 or more, California Test 202 is replaced with California Test 105 for blends of different aggregates.

Aggregate for SLURRY SEAL must comply with the requirements for the type shown in the following table:

| Quality characteristic | Test method         | Type II |
|------------------------|---------------------|---------|
| Sand equivalent (min)  | California Test 217 | 55      |
| Durability index (min) | California Test 229 | 55      |

Each day's aggregate moisture content measurements must not vary more than  $\pm 0.5$  percent.

#### 10-1.19-3.02B(3) Polymer Modified Asphaltic Emulsion

Polymer modified asphaltic emulsion must:

1. Consist of a polymer mixed with a bituminous material uniformly emulsified with water and an emulsifying or stabilization agent.
2. Use either neoprene polymer or butadiene and styrene copolymer. The polymer must be homogeneous and milled into the asphaltic emulsion at the colloid mill.
3. Polymer modified asphaltic emulsion must be Grade PMCQS1h cationic and must comply with the requirements shown in the following table:

**Polymer Modified Asphaltic Emulsion Requirements**

| Quality characteristic  | Test method                                    | Requirement   |
|---|--|---------------|
| Tests on emulsion:  |  |               |
| Saybolt Furol viscosity @ 25 °C (Saybolt Furol seconds)       | AASHTO T 59                                    | 15–90         |
| Sieve test (%)  | AASHTO T 59                                    | 0–0.3         |
| Storage stability after 1 day (%)                             | AASHTO T 59                                    | 0–1           |
| Residue by evaporation (min, %)                               | California Test 331                            | 57            |
| Particle charge   | AASHTO T 59                                    | Positive      |
| Tests on residue by evaporation:                              |  |               |
| Penetration at 25 °C  | AASHTO T 49                                    | 40–90         |
| Ductility at 25 °C (min, mm)                                  | AASHTO T 51                                    | 400           |
| Torsional recovery (min, %)<br>or<br>Polymer content (min, %) | California Test 332<br><br>California Test 401 | 18<br><br>2.5 |

#### 10-1.19-3.02C(3) Fiber

The fiber used in the fiberized SLURRY SEAL shall be RoadChem Fiber 1, Slurry-FIL or equivalent chemical resistant glass fiber meeting the following specifications. It shall be 3/8 +/- 1/8 inch in length. The mix design must have the percent of fiber, based on percentage by weight of the dry aggregate of 0.15 – 0.20%. The fiber shall be added at a rate of 0.15% and shall conform to the table below:

**Alkali and Acid-Resistant Glass Fiber**

| Linear Weight of Roving (lex) ISO 1889 | Linear Weight of Strand (lex) | Moisture Content % ISO 334 | Specific Gravity | Softening Point (°C) | Tensile Strength (MPa) |
|--|-------------------------------|----------------------------|------------------|----------------------|------------------------|
|--|-------------------------------|----------------------------|------------------|----------------------|------------------------|

|           |          |           |                           |          |            |
|-----------|----------|-----------|---------------------------|----------|------------|
|           | ISO 1889 |           |                           |          |            |
| 2500 min. | 82 min.  | 0.23 max. | 2.68<br>g/cm <sup>3</sup> | 860 min. | 11700 min. |
| 4800 min. | 100 min. |           |                           |          |            |

### 10-1.19-3.02C Micro-surfacing

#### 10-1.19-3.02C(1) General

The Micro-surfacing mix design must have the material proportion limits shown in the following table:

**Micro-surfacing Mix Design Proportion Limits**

| Material                                  | Proportion limits                |
|---|----------------------------------|
| Micro-surfacing emulsion residual asphalt | 5.5–9.5% of aggregate dry weight |
| Water and additives                       | No limit                         |
| Mineral filler                            | 0–3% of aggregate dry weight     |

The Micro-surfacing mix design must comply with the requirements shown in the following table:

**Micro-surfacing Mix Design Tests**

| Quality characteristics   | Test method <sup>a</sup> | Requirement                 |
|---|--------------------------|-----------------------------|
| Wet cohesion<br>@ 30 minute (set) (min, kg-cm)<br>@ 60 minute (traffic) (min, kg-cm)  | Technical Bulletin 139   | 12<br>20                    |
| Excess asphalt (max, g/m <sup>2</sup> )   | Technical Bulletin 109   | 540                         |
| Wet stripping (min, %)  | Technical Bulletin 114   | 90                          |
| Wet track abrasion loss<br>6-day soak (max, g/m <sup>2</sup> )                        | Technical Bulletin 100   | 810                         |
| Displacement<br>Lateral (max, %)<br>Specific gravity after 1000 cycles of 57 kg (max) | Technical Bulletin 147A  | 5<br>2.10                   |
| Classification compatibility (min, grade points)                                      | Technical Bulletin 144   | (AAA, BAA) 11               |
| Mix time @ 25 °C (min)  | Technical Bulletin 113   | Controllable to 120 seconds |

<sup>a</sup>Test methods are by the International Slurry Surfacing Association.

#### 10-1.19-3.02C(2) Black Rock Aggregate

If you blend aggregate from different sources, the aggregate from each source aggregate must comply with the aggregate specifications except gradation.

Aggregate shall consist of sound, durable, crushed stone or crushed gravel and approved mineral filler. The material shall be free from vegetable matter and other deleterious substances. Aggregate shall be one hundred percent (100%) crushed with no rounded particles, volcanic in origin and black in color.

Aggregate for Micro-surfacing except mineral filler must comply with the requirements shown in the following table:

#### Micro-surfacing Aggregate

| Quality characteristic  | Test method         | Requirement |
|---|---------------------|-------------|
| Sand equivalent (min)   | California Test 217 | 65          |
| Durability index (min)  | California Test 229 | 65          |
| Percentage of crushed particles (min, %) <sup>a</sup>             | California Test 205 | 95          |
| Los Angeles Rattler Loss at 500 revolutions (max, %) <sup>b</sup> | California Test 211 | 35          |

<sup>a</sup>Crushed particles must have at least 1 fractured face.

<sup>b</sup>California Test 211 must be performed on the aggregate before crushing.

#### 10-1.19-3.02C(3) Micro-surfacing Emulsion

Micro-surfacing emulsion must be a homogeneous mixture of asphalt, polymer and emulsifier solution.

Add polymer modifier to asphalt or emulsifier solution before emulsification. Polymer solids must be a minimum 3 percent by weight of the Micro-surfacing emulsion's residual asphalt.

Micro-surfacing emulsion must comply with the requirements shown in the following table:

#### Micro-surfacing Emulsion

| Quality characteristic                                   | Test method         | Requirement |
|--|---------------------|-------------|
| Saybolt Furol viscosity at 25 °C (Saybolt Furol seconds) | AASHTO T 59         | 15–90       |
| Sieve test (max, %)                                      | AASHTO T 59         | 0.19        |
| Settlement after 5 days (max, %) <sup>a</sup>            | ASTM D244           | 5           |
| Storage stability after 1 day (max, %)                   | AASHTO T 59         | 1           |
| Residue by evaporation (min, %)                          | California Test 331 | 62          |

<sup>a</sup>Waived if used within 48 hours of shipment.

The Micro-surfacing emulsion's residue by evaporation must comply with the requirements shown in the following table:

#### Micro-surfacing Emulsion Residue By Evaporation

| Quality characteristic                                  | Test method  | Requirement |
|---|--------------|-------------|
| G* at 20 °C (10 rad/sec, MPa)                           | AASHTO T 315 | Report only |
| Penetration at 25 (°C)                                  | AASHTO T 49  | 40–90       |
| Phase angle at 50 °C (10 rad/sec)<br>PA (max) - PA base | AASHTO T 315 | Report only |
| Softening point (min, °C)                               | AASHTO T 53  | 57          |
| Stiffness at -12 °C (MPa, and M-value)                  | AASHTO T 313 | Report only |

#### 10-1.19-3.02C(4) Mineral Filler

If Portland cement is used as a mineral filler, it must be any combination of Type I, Type II, or Type III cement.

#### 10-1.19-3.03 CONSTRUCTION

##### 10-1.19-3.03A General

Before applying SLURRY SEAL or micro-surfacing, cover manholes, valve and monument covers, grates, or other exposed facilities located within the area of application using plastic or oil-resistant construction paper secured by tape or adhesive to the facility being covered. Reference the covered facilities with enough control points to relocate the facilities after application of the seal coat.

In areas inaccessible to spreading equipment, spread the SLURRY SEAL or Micro-surfacing mixture with hand tools or other authorized methods. If placing with hand tools, lightly dampen the area first. Do not handle or shift the material.

##### 10-1.19-3.03B Proportioning

##### 10-1.19-3.03B(1) General

The Engineer determines the asphalt ratio under California Test 310. The asphalt ratio, in kilograms of asphalt per 100 kg of dry aggregate, must not vary by more than  $\pm 0.5$  kg of asphalt from the determined amount.



#### **10-1.19-3.03B(2) SLURRY SEAL**

Proportion SLURRY SEAL ingredients in compliance with the authorized mix design. Proportion and blend different aggregate types before adding other ingredients.

After proportioning, the SLURRY SEAL mixture must be workable. The SLURRY SEAL surface must be cured to allow traffic within 1 hour after placement. The SLURRY SEAL must not show bleeding, raveling, separation, or other distresses for 15 days after placing.

#### **10-1.19-3.03B(3) Micro-surfacing**

Proportion the Micro-surfacing materials using the authorized mix design.

Field conditions may require adjustments to the proportions during construction. Obtain authorization before adjusting proportions.

#### **10-1.19-3.03C Mixing and Spreading Equipment**

##### **10-1.19-3.03C(1) General**

Mixing and spreading equipment for SLURRY SEAL and Micro-surfacing must proportion asphaltic emulsion, water, aggregate, and any set-control additives by volume and mix them in continuous pugmill mixers. Continuous pugmill mixers must be of adequate size and power for the type of materials to be mixed.

##### **10-1.19-3.03C(2) Truck Mounted Mixer Spreaders**

Truck mounted mixer spreaders must comply with the following:

1. Rotating and reciprocating equipment must be covered with metal guards.
2. Proportion aggregate using a belt feeder with an adjustable cutoff gate. The Engineer verifies the height of the gate opening.
3. Belt feeder must have a depth monitor device. The depth monitor device must automatically shut down power to the belt feeder when the aggregate depth is less than 70 percent of the target depth.
4. Separate monitor device must detect the revolutions of the belt feeder. This device must automatically shut down power to the belt feeder if it detects no revolutions. If the belt feeder is an integral part of the equipment's drive chain, the monitor device is not required.
5. Aggregate belt feeder must be connected directly to the drive on the emulsion pump. The aggregate feeder drive shaft must have a revolution counter reading the nearest 0.10 revolution for micro-surfacing, and nearest 1 revolution for SLURRY SEAL.
6. Emulsion storage must be equipped with a device that automatically shuts down power to the emulsion pump and aggregate belt feeder when the level of stored emulsion is lowered. To allow for normal fluctuations, there may be a delay of 3 seconds between detection of low emulsion storage levels or low aggregate depths and automatic power shut down.
7. Emulsion storage must be located immediately before the emulsion pump.
8. Emulsion storage tank must have a temperature indicator at the pump suction level. The indicator must be accurate to  $\pm 5$  degrees F.
9. No-flow and revolution warning devices must be in working condition and comply with California Test 109. Low-flow indicators must be visible while walking alongside the equipment.

##### **10-1.19-3.03C(3) Continuous Self-Loading Mixing Machine**

Continuous self-loading mixing machines must be automatically sequenced and self-propelled. The mixing machine must deliver each material to a double shafted mixer and discharge the mixed material on a continuous flow basis. The mixing machine must have sufficient storage capacity to maintain a continuous supply of material to the proportioning controls. The mixing machine operator must have full control of forward and reverse speeds during placement.

##### **10-1.19-3.03C(4) SLURRY SEAL Equipment**

###### **10-1.19-3.03C(4)(a) General**

Introduce emulsion into the mixer with a positive displacement pump. If you use a variable-rate pump, the adjusting unit must be sealed in its calibrated position.

Introduce water into the mixer with a meter that measures gallons.

Identifying numbers for equipment must be at least 2 inches high and located on the front and rear of the vehicle.

#### **10-1.19-3.03C(4)(b) Spreader Box**

The spreader box used to spread the slurry mixture must be:

1. Capable of spreading an entire lane width.
2. Equipped with flexible rubber belting on each side. The belting must contact the pavement to prevent loss of slurry from the box.
3. If wider than 7.5 feet, equipped with baffles, reversible motor-driven augers, or equivalent features to uniformly apply the SLURRY SEAL on superelevated sections and shoulder slopes.
4. Equipped with rear flexible strike-off blades in close contact with the pavement and adjustable to various crown shapes to uniformly apply the SLURRY SEAL.
5. Equipped with flexible drags attached to the rear and cleaned daily and changed if longitudinal scouring occurs.
6. Clean and free of SLURRY SEAL or emulsion at the start of each work shift.

#### **10-1.19-3.03C(5) Micro-surfacing Equipment**

##### **10-1.19-3.03C(5)(a) General**

Choose a continuous self-loading mixing machine or truck mounted mixer-spreader.

Proportion Micro-surfacing emulsion using a positive displacement pump.

Identifying numbers for equipment must be at least 3 inches high and located on the front and rear of the vehicle.

##### **10-1.19-3.03C(5)(b) Spreader Box**

The spreader box must be capable of spreading the Micro-surfacing a minimum of 12 feet wide and preventing the loss of micro-surfacing. Spreader boxes over 8 feet in application width must have a device, such as baffles or reversible motor driven augers, to ensure uniform application on superelevated sections and shoulder slopes. Clean Micro-surfacing and Micro-surfacing emulsion from the spreader box before each work shift.

The spreader box must have a series of strike-off devices at its rear.

The leading strike-off device must be:

1. Fabricated of a suitable material such as steel or stiff rubber
2. Designed to maintain close contact with the pavement during spreading
3. Capable of obtaining the specified thickness
4. Capable of being adjusted to the various pavement cross sections

The final strike-off device must be:

1. Fabricated of flexible material that produces a uniform texture in the finished surface
2. Cleaned daily and changed if longitudinal scouring occurs in the micro-surfacing

Do not use flexible drags attached to the rear of the spreader box.

##### **10-1.19-3.03C(5)(c) Shoulder Equipment**

Spread Micro-surfacing on shoulders with a device such as an edge box that forms clean and straight joints and edges.

##### **10-1.19-3.03C(5)(d) Scratch Course Box**

Spread scratch course with the same type of spreader box used to spread Micro-surfacing except use an adjustable steel strike-off device instead of a final strike-off device.

##### **10-1.19-3.03C(5)(e) Wheel Path Depression Boxes**

Each wheel path depression box must have an adjustable strike-off device between 5 and 6 feet wide to regulate depth. The rut box must also have devices such as hydraulic augers capable of:

1. Moving the mixed material from the rear to the front of the filling chamber
2. Guiding larger aggregate into the deeper section of the wheel path depression
3. Forcing the finer material towards the outer edges of the spreader box

#### **10-1.19-3.03D Placing**

##### **10-1.19-3.03D(1) General**

If truck-mounted mixer-spreaders are used, keep at least 2 operational spreaders at the job site during placement.

In areas inaccessible to spreading equipment, spread the SLURRY SEAL or Micro-surfacing mixture with hand tools. If placing with hand tools, lightly dampen the area first. Do not handle or shift the mixture.

#### **10-1.19-3.03D(2) Surface Preparation**

##### **10-1.19-3.03D(2)(a) General**

Before you place SLURRY SEAL or micro-surfacing, clean the pavement surface by removing loose particles of extraneous materials, including paving and dirt. Use any nondestructive method, such as flushing or sweeping.

##### **10-1.19-3.03D(2)(b) SLURRY SEAL**

If SLURRY SEAL activities affect access to public parking, residential property, or commercial property, notify residents, businesses, and local agencies at least 24 hours before starting activities. The notice must:

1. Describe the work to be performed
2. Detail streets and limits of activities
3. Indicate work hours
4. Be authorized

Before starting SLURRY SEAL activities, post signs at 100-foot intervals on the affected streets. Signs must display *No Parking – Tow Away*. Signs must state the day of the week and hours parking or access will be restricted.

Within 1 hour after placement, SLURRY SEAL must be set enough to allow traffic. SLURRY SEAL must not exhibit distress from traffic such as bleeding, raveling, separation or other distresses.

##### **10-1.19-3.03D(2)(c) Micro-surfacing**

##### **10-1.19-3.03D(2)(c)(i) General**

You may fog the roadway surface with water ahead of the spreader box. The fog spray must be adjusted for pavement:

1. Temperature
2. Surface texture
3. Dryness

##### **10-1.19-3.03D(2)(c)(ii) Repair Wheel Path Depression**

If repairing a wheel path depression is shown, fill wheel path depressions and irregularities with Micro-surfacing material before spreading micro-surfacing. If the depressions are less than 0.04 foot deep, fill with a scratch course. If the depressions are 0.04 foot deep or more, fill the depressions using with a wheel path depression (rut) box.

Spread scratch course by adjusting the steel strike-off of a scratch course box until it is directly in contact with the pavement surface.

Spread Micro-surfacing with a wheel path depression rut box leaving a slight crown at the surface. Use multiple applications to fill depressions more than 0.12 foot deep. Do not apply more than 0.12 foot in a single application.

Allow traffic to compact each filled wheel path depression for a minimum of 12 hours before placing additional micro-surfacing.

#### **10-1.19-3.03D(3) Test Strips**

##### **10-1.19-3.03D(3)(a) General**

Reserved

##### **10-1.19-3.03D(3)(b) SLURRY SEAL**

Test strips do not apply to SLURRY SEAL.

##### **10-1.19-3.03D(3)(c) Micro-surfacing**

Reserved

#### **10-1.19-3.03D(4) Placement**

##### **10-1.19-3.03D(4)(a) General**

Reserved

##### **10-1.19-3.03D(4)(a)(i) General**

Longitudinal and transverse joints must be:

1. Uniform
2. Straight
3. Neat in appearance
4. Butt-type joints
5. Without material buildup
6. Without uncovered areas

Place longitudinal joints:

1. On centerlines, lane lines, edge lines, or shoulder lines
2. With overlaps not more than 3 inches

Set the leading edge of kraft paper on transverse joints to create a straight butt joint with the next application when the paper is removed.

#### **10-1.19-3.03D(4)(a)(ii) Weather Conditions**

Only place SLURRY SEAL or Micro-surfacing if both the pavement and air temperatures are at least 50 degrees F and rising. Do not place SLURRY SEAL or Micro-surfacing if either the pavement or air temperature is below 50 degrees F and falling. The expected high temperature must be at least 65 degrees F within 24 hours after placement.

Do not place SLURRY SEAL or Micro-surfacing if rain is imminent or the air temperature is expected to be below 36 degrees F within 24 hours after placement.

#### **10-1.19-3.03D(4)(b) SLURRY SEAL**

Spread SLURRY SEAL uniformly within the specified spread rate range. Do not spot, rehandle, or shift the mixture.

If there is a bid item for tack coat, coat the pavement surface with an SS or CSS grade asphaltic emulsion mixed with additional water. The ratio of water to asphaltic emulsion must be 3 to 1. Apply the tack coat at a rate from 0.08 to 0.15 gal/sq yd. The exact rate must be authorized.

The Engineer determines the exact spread rate for SLURRY SEAL. The completed rate must be within 10 percent of the Engineer's determined spread rate. The SLURRY SEAL spread rates must be within the ranges shown in the following table:

**SLURRY SEAL Spread Rates**

| Type of aggregate | Range<br>(lb of dry aggregate/sq yd) |
|-------------------|--------------------------------------|
| II                | 10-15                                |

Longitudinal joints must correspond with lane lines. You may request other longitudinal joint patterns if they do not adversely affect the SLURRY SEAL.

Spread SLURRY SEAL in full lane widths. Do not overlap SLURRY SEAL between adjacent lanes more than 3 inches.

Use kraft paper at transverse joints and over previously placed SLURRY SEAL to prevent double placement. Remove the paper after use. Use hand tools to remove spillage.

The finished surface must be smooth.

The mixture must be uniform and homogeneous after spreading, and there must not be separation of the emulsion and aggregate after setting.

Protect the SLURRY SEAL from damage until it has cured and will not adhere or be picked up by vehicle tires.

#### **10-1.19-3.03D(4)(c) Micro-surfacing**

##### **10-1.19-3.03D(4)(c)(i) General**

The Engineer determines the exact spread rate for micro-surfacing. The completed spread rate must be within 10 percent of the Engineer's determined spread rate. The Micro-surfacing spread rates must be within the ranges shown in the following table:

### Micro-surfacing Spread Rates

| Micro-surfacing type  | Location        | Range (lb of dry aggregate/sq yd) |
|-----------------------|-----------------|-----------------------------------|
| Type II               | Full lane width | 10–20                             |
| Type III <sup>a</sup> | Full lane width | 20–32                             |

<sup>a</sup> Over asphalt concrete pavement

Spread Micro-surfacing either in the direction of traffic or in the opposite direction.

Keep hand tools available to remove spillage.

#### 10-1.19-3.03D(4)(c)(ii) Joints

The maximum difference between the pavement surface and the bottom edge of a 12-foot straightedge placed perpendicular to the joint must be:

1. 0.04 foot for longitudinal joints
2. 0.03 foot for transverse joints

#### 10-1.19-3.03D(4)(c)(iii) Finished Surface

Finished Micro-surfacing must be free of irregularities such as scratch or tear marks. You may leave up to 4 marks that are 1/2 inch wide or less and 6 inches long or less per 75 linear feet of Micro-surfacing placed. Do not leave any marks that are over 1 inch wide or 6 inches long.

Sweep the Micro-surfacing 24 hours after placement without damaging the micro-surfacing. For 5 days afterward, sweep the Micro-surfacing daily.

#### 10-1.19-3.03D(4)(c)(iv) Repair of Early Distress

If bleeding, raveling, delamination, rutting, or wash boarding occurs within 60 days after placing the fiberized micro surfacing, the Contractor shall diligently pursue repairs by any method approved by the Engineer. The Contractor shall not be relieved from maintenance until repairs have been completed.

#### 10-1.19-3.04 PAYMENT

Fiberized SLURRY SEAL mixed in continuous-flow mixers shall be measured by square yard (SY). Payment for SLURRY SEAL will be made at the Contract Unit Price per square yard (SY). No separate Payment will be made for calibration, scheduling, public convenience, or traffic control unless otherwise specified.

Payment for Micro-surfacing will be made at the Contract Unit Price per square yard (SY). No Payment will be made for test strips which have been rejected or for removal of rejected test strips. No separate Payment will be made for calibration, scheduling, public convenience, or traffic control unless otherwise specified.

### 10-1.20 ASPHALTIC EMULSIONS

#### 10-1.20-1.01 GENERAL

##### 10-1.20-1.01A Summary

Section 10-1.20 includes specifications for furnishing asphaltic emulsions.

##### 10-1.20-1.01B Definitions

Reserved

##### 10-1.20-1.01C Submittals

Submit an SDS for each shipment of asphaltic emulsion to the job site.

If you use the asphaltic emulsion before the Department's sampling and testing is complete, submit a certificate of compliance for each shipment to the job site. The certificate of compliance must include:

1. Shipment number and shipment date
2. Source refinery, consignee, and destination
3. Type and description of material with specific gravity and quantity
4. Contract or purchase order number
5. Signature by the manufacturer of the material and a statement that the material complies with the Contract
6. Test results showing the material complies with section 10-1.20-1.02

If no certificate of compliance is submitted, do not use asphaltic emulsion until authorized.

#### 10-1.20-1.01D Quality Assurance

Sample asphaltic emulsion under AASHTO T 40.

Store samples in clean and airtight sealed containers. Storage temperature must be at least 40 degrees F until tested.

The Engineer may waive the settlement test if the asphaltic emulsion is used in less than 5 days from the time the sample is taken.

#### 10-1.20-1.02 MATERIALS

##### 10-1.20-1.02A General

Asphaltic emulsions must be composed of a bituminous material uniformly emulsified with water and an emulsifying or a stabilizing agent. Polymer modified asphaltic emulsion must contain a polymer.

Asphaltic emulsion must be homogeneous. Within 30 days after delivery and if freezing has not caused separation, the asphaltic emulsion must be homogeneous after thorough mixing.

Asphaltic emulsion must be anionic, cationic, polymer modified, or quick setting.

##### 10-1.20-1.02D Polymer Modified Asphaltic Emulsions

Polymer modified asphaltic emulsion must comply with the requirements shown in the following table:

**Polymer Modified Asphaltic Emulsion Requirements**

| Quality characteristic                                   | Test method         | Requirement     |                 |                 |                 |
|--|---------------------|-----------------|-----------------|-----------------|-----------------|
|  |                     | Anionic         |                 | Cationic        |                 |
|  |                     | Grade PMRS2     | Grade PMRS2h    | Grade PMCRS2    | Grade PMCRS2h   |
| Saybolt Furol viscosity, @ 50 °C (Saybolt Furol seconds) | AASHTO T 59         | 75–300          | 75–300          | 75–350          | 75–350          |
| Settlement, 5 days (max, %)                              |                     | 5               | 5               | 5               | 5               |
| Storage stability test, 1 day (max, %)                   |                     | 1               | 1               | 1               | 1               |
| Sieve test (max, %)                                      |                     | 0.30            | 0.30            | 0.30            | 0.30            |
| Demulsibility (min, %)                                   |                     | 60 <sup>a</sup> | 60 <sup>a</sup> | 40 <sup>b</sup> | 40 <sup>b</sup> |
| Particle charge  |                     | --              | --              | positive        | positive        |
| Ash content (max, %)                                     | ASTM D3723          | 0.2             | 0.2             | 0.2             | 0.2             |
| Residue by evaporation (min, %)                          | California Test 331 | 65              | 65              | 65              | 65              |
| Tests on residue from evaporation test:                  |                     |                 |                 |                 |                 |
| Penetration, 25 °C                                       | AASHTO T 49         | 100–200         | 40–90           | 100–200         | 40–90           |
| Ductility, 25 °C, (min, mm)                              | AASHTO T 51         | 400             | 400             | 400             | 400             |
| Torsional recovery (min, %)                              | California Test 332 | 18              | 18              | 18              | 18              |
| or<br>Polymer content at 5% by weight (min, %)           | California Test 401 | 2.5             | 2.5             | 2.5             | 2.5             |

<sup>a</sup>Use 35 ml of 0.02 N CaCl<sub>2</sub> solution.

<sup>b</sup>Use 35 ml of 0.8% sodium dioctyl sulfosuccinate solution.

#### 10-1.20-1.04 PAYMENT

Not Used

#### 10-1.21 GRINDING ASPHALT CONCRETE PAVEMENT

Existing asphalt concrete pavement shall be grinded at the locations and to the dimensions shown on the plans and in accordance with City Standards and these special provisions.

Prior to grinding, the Contractor shall ascertain the exact location of any inductive loop vehicle detectors and their respective loop conductors. The Contractor shall immediately notify the Engineer of any loop conductors which interfere with the planned construction. Grinding shall not be allowed for more than ten working days in advance of paving and, unless otherwise authorized by the Engineer, all grinding shall be completed prior to placing asphalt concrete. Grinded widths of pavement shall be continuous except for intersections at cross streets where the grinding shall be carried around the corners and through the conform lines.

The material grinded from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way, shall be utilized as shoulder backing material.

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

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

Grinding asphalt concrete pavement will be measured by the square yard. The quantity to be paid for will be the actual area of surface grinded irrespective of the number of passes required. Full compensation for furnishing temporary asphalt concrete tapers and for constructing, maintaining, removing and disposing of the tapers shall be considered as included in the contract price paid per square yard for Grinding Concrete Pavement and no additional compensation will be allowed thereof. The contract price paid per square yard for Grinding Asphalt Concrete Pavement shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in grinding asphalt concrete surfacing and disposing of material removed at a location determined by the Contractor, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

No adjustment of unit price will be made for any increase or decrease in the quantity of Grinding Asphalt Concrete Pavement, regardless of the reason for such an increase or decrease. The provision in Section 9-1.06, "Changed Quantity Payment Adjustments" of the Standard Specifications shall not apply to the item of Grinding Asphalt Concrete Pavement.

#### **10-1.22 REMOVAL OF EXISTING PAVEMENT MATERIAL**

The existing surface of the roadway is to be reconstructed as shown on the plans. Payment for removal and disposal of the existing surface shall be considered as included in the grinding bid item and no additional payment will be made thereof.

#### **10-1.23 HOT MIX ASPHALT CONCRETE**

Asphalt concrete shall be Type A and shall conform to the provisions in Section 39, "Hot Mix Asphalt Concrete" of the Standard Specifications and these special provisions.

The grade of asphalt binder to be mixed with the aggregate for asphalt concrete shall be PG Grade 64-10 and shall conform to the provisions in "Asphalt" of these special provisions.

The aggregate for Type A asphalt concrete shall conform to the 19-mm (3/4-inch) maximum, medium grading specified in Section 39-2.02B(4)(b), "Aggregate" of the Standard Specifications.

The asphalt content of the asphalt mixture will be determined in conformance with the requirements in California Test 379, or in conformance with the requirements in California Test 382.

**Asphalt must be loaded into the paver with a material transfer vehicle (pick-up machine). Loading hot mix asphalt straight into the hopper of the paver will not be permitted.**

Tack coat shall be applied per section 39-2.01C(3)(f) of the Standard Specifications.

Apply tack coat:

1. To existing pavement, including planed surfaces
2. Between HMA layers
3. To vertical surfaces of:
  - 3.1. Curbs

- 3.2. Gutters
- 3.3. Construction joints

Before placing HMA, apply tack coat in 1 application. The application rate must be the minimum residual rate specified for the underlying surface conditions shown in the following tables:

**Tack Coat Application Rates for HMA**

| HMA overlay over:                  | Minimum residual rates (gal/sq yd)                     |  |   |
|------------------------------------|--|--|---|
|                                    | CSS1/CSS1h, SS1/SS1h and QS1h/CQS1h asphaltic emulsion | CRS1/CRS2, RS1/RS2 and QS1/CQS1 asphaltic emulsion | Asphalt binder and PMRS2/PMCRS2 and PMRS2h/PMCRS2h asphaltic emulsion |
| New HMA (between layers)           | 0.02   | 0.03   | 0.02  |
| PCC and existing HMA (AC) surfaces | 0.03   | 0.04   | 0.03  |
| Planned PCC and HMA (AC) surfaces  | 0.05   | 0.06   | 0.04  |

If the finished surface of the asphalt concrete on the traffic lanes does not meet the specified surface tolerances, the surfacing shall be brought within tolerance by either (1) abrasive grinding (with fog seal coat on the areas which have been ground), (2) removal and replacement or (3) placing an overlay of asphalt concrete. The method will be selected by the Engineer. The corrective work shall be at the Contractor's expense.

If abrasive grinding is used to bring the finished surface to the specified surface tolerances, additional grinding shall be performed, as necessary, to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from, and parallel to, the nearest lane line or pavement edge, and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline, within any ground area. Ground areas shall be neat rectangular areas of uniform surface appearance. Abrasive grinding shall conform to the provisions in the first paragraph and the last 4 paragraphs in Section 42-2.03, "Construction" of the Standard Specifications.

Hot mix asphalt concrete Type A will be measured by the ton of completed mixture in accordance with the provisions of Section 9-1.02 "Measurement" of the Standard Specifications.

Immediately after completion of final compaction of the finished asphalt concrete, the Contractor shall place temporary striping tape to indicate centerline, lane line location, and stop limit lines. One 4" (100 mm) length piece of 3" (75mm) wide, reflectorized white foil tape shall be placed at approximately 20 ft. (6 m) on center for lane delineation, and two 4" (100 mm) length pieces of 3" (75mm) wide yellow reflectorized foil tape shall be placed parallel and 3" (75 mm) apart to delineate no passing line.

Asphalt concrete shall be paid for at the Contract unit price per ton **up to the theoretical maximum**, additional tonnage will not be compensated. The theoretical maximum shall be measured and agreed upon by City and Contractor prior to paving. Said price includes full compensation for furnishing all labor, materials, tools, equipment and for doing all the work involved in constructing the asphalt concrete complete in place, as shown on the plans and specified herein, and no additional allowance will be allowed thereof.

#### **10-1.24 GEOTEXTILE PAVING FABRIC**

Paving fabric shall conform to the provisions in Section 96, "Geosynthetics" of the Standard Specifications, City Standards, and these special provisions. Manufacturer's directions and methods of installation shall be followed in areas where curves are present in the roadway.

#### **10-1.25 REMOVE CONCRETE**

Concrete, designated on the plans to be removed, shall be removed and disposed of per provisions in Section 15, "Existing Facilities" of the Standard Specifications, City Standards, and these special provisions.

Where no joint exists between concrete to be removed and concrete to remain in place, the concrete shall be cut in a neat line to a full depth with a power-driven saw before concrete is removed.



Full compensation for removing concrete shall be considered as included in the contract price paid and no additional payment will be made thereof.

#### **10-1.26 GRINDING CONCRETE SIDEWALKS**

Existing concrete sidewalks designated on the plans to be grinded shall be at a 4% maximum slope and a maximum of 1.5% cross slope. Areas not clearly marked for grinding that become damaged or destroyed shall be replaced in-kind by the Contractor and no additional payment will be made thereof.

#### **10-1.27 CLASS II AGGREGATE BASE**

The Class II Aggregate Base shall conform to Section 26 of the Standard Specifications. This work shall consist of furnishing, spreading and compacting aggregate bases as specified in the Standard Specifications, to the limits and section as shown on the plans. Aggregate base should meet the specification of Class 2 Aggregate Base, or equivalent (State of California Standard Specifications, Section 26). Aggregate base should be compacted to a minimum of 95 percent of maximum dry density as determined by ASTM Test Method D1557.

The City of Lemoore shall pay for all initial compaction testing of Class II Aggregate Base, all costs incurred for any additional testing due to failed tests shall be the responsibility of the contractor, and shall be withheld from the retention payment to be disbursed to the Soils Testing Lab.

Full compensation for Class II Aggregate Base shall be considered as included in the Class II Aggregate Base bid item and shall be paid for at the Contract unit price per ton and no additional payment will be made therefore. Said price includes full compensation for furnishing all labor, materials, tools, equipment and for doing all the work involved in constructing the Class II Aggregate Base complete in place, as shown on the plans and specified herein, and no additional allowance will be allowed thereof.

#### **10-1.28 PORTLAND CEMENT CONCRETE**

Portland cement concrete shall conform to the provisions in Section 90, "Concrete," of the Standard Specifications and these special provisions.

References to Section 90-2, "Portland Cement," of the Standard Specifications shall mean Section 90-2, "Minor Concrete," of the Standard Specifications.

Mineral admixture shall be combined with cement in conformance with the provisions in 90-1.02E, "Admixtures," of the Standard Specifications for the concrete materials specified in Section 56-3, "Standards and Poles," of the Standard Specifications

The requirements of Section 90-1.02E, "Admixtures," of the Standard Specifications shall not apply to Section 19-3.02F(3), "Soil Cement Bedding," of the Standard Specifications.

The Department maintains a list of sources of fine and coarse aggregate that have been approved for use with a reduced amount of mineral admixture in the total amount of cementitious material to be used. A source of aggregate will be considered for addition to the approved list if the producer of the aggregate submits to the Transportation Laboratory certified test results from a qualified testing laboratory that verify the aggregate complies with the requirements. Prior to starting the testing, the aggregate test shall be registered with the Department. A registration number can be obtained by calling (916) 227-7228. The registration number shall be used as the identification for the aggregate sample in correspondence with the Department. Upon request, a split of the tested sample shall be provided to the Department. Approval of aggregate will depend upon compliance with the specifications, based on the certified test results submitted, together with any replicate testing the Department may elect to perform. Approval will expire 3 years from the date the most recent registered and evaluated sample was collected from the aggregate source

Qualified testing laboratories shall conform to the following requirements

- A. Laboratories performing ASTM Designation: C 1293 shall participate in the Cement and Concrete Reference Laboratory (CCRL) Concrete Proficiency Sample Program and shall have received a score of 3 or better on all tests of the previous 2 sets of concrete samples.
- B. Laboratories performing ASTM Designation: C 1260 shall participate in the Cement and Concrete Reference Laboratory (CCRL) Pozzolan Proficiency Sample Program and shall have received a score of 3 or better on the shrinkage and soundness tests of the previous 2 sets of pozzolan samples.

Aggregates on the list shall conform to one of the following requirements:

- A. When the aggregate is tested in conformance with the requirements in California Test 554 and ASTM Designation: C 1293, the average expansion at one year shall be less than or equal to 0.040 percent; or
- B. When the aggregate is tested in conformance with the requirements in California Test 554 and ASTM Designation: C 1260, the average of the expansion at 16 days shall be less than or equal to 0.15 percent.

The amounts of cement and mineral admixture used in cementitious material shall be sufficient to satisfy the minimum cementitious material content requirements specified in Section 90-1.02, "Materials," or Section 90-1.02E, "Admixtures," of the Standard Specifications and shall conform to the following:

- A. The minimum amount of cement shall not be less than 75 percent by weight of the specified minimum cementitious material content.
- B. The minimum amount of mineral admixture to be combined with cement shall be determined using one of the following criteria:
  - 1. When the calcium oxide content of a mineral admixture is equal to or less than 2 percent by weight, the amount of mineral admixture shall not be less than 15 percent by weight of the total amount of cementitious material to be used in the mix.
  - 2. When the calcium oxide content of a mineral admixture is greater than 2 percent by weight, and any of the aggregates used are not listed on the approved list as specified in these special provisions, then the amount of mineral admixture shall not be less than 25 percent by weight of the total amount of cementitious material to be used in the mix.
  - 3. When the calcium oxide content of a mineral admixture is greater than 2 percent by weight and the fine and coarse aggregates are listed on the approved list as specified in these special provisions, then the amount of mineral admixture shall not be less than 15 percent by weight of the total amount of cementitious material to be used in the mix.
  - 4. When a mineral admixture that conforms to the provisions for silica fume in Section 90-2.04, "Admixture Materials," of the Standard Specifications is used, the amount of mineral admixture shall not be less than 10 percent by weight of the total amount of cementitious material to be used in the mix.
  - 5. When a mineral admixture that conforms to the provisions for silica fume in Section 90-1.02B, "Supplementary Admixture Materials," of the Standard Specifications is used and the fine and coarse aggregates are listed on the approved list as specified in these special provisions, then the amount of mineral admixture shall not be less than 7 percent by weight of the total amount of cementitious material to be used in the mix.
- C. The total amount of mineral admixture shall not exceed 35 percent by weight of the total amount of cementitious material to be used in the mix. Where Section 90-1.02, "Materials", of the Standard Specifications specifies a maximum cementitious content in pounds per cubic yard, the total weight of cement and mineral admixture per cubic yard shall not exceed the specified maximum cementitious material content.

Unless otherwise specified, mineral admixture will not be required in Portland cement concrete used for precast concrete girders.

#### **10-1.29 CONCRETE CURBS AND SIDEWALKS**

This work shall consist of constructing concrete curbs, gutters, and sidewalks of the form and dimensions shown on the plans and shall conform to the provisions of Section 73, "Concrete Curbs and Sidewalks" of the Standard Specifications and these special provisions.

This work shall be constructed of minor concrete conforming to the provisions in Section 90-2, "Minor Concrete" of the Standard Specifications except as follows:

- 1. The maximum size of aggregate used for extruded or slip-formed curb construction shall be at the option of the Contractor, but in no case, shall the maximum size be larger than one inch nor smaller than 3/8-inch.
- 2. Minor concrete shall be 1-1/2-inch maximum aggregate size, containing not less than 564 pounds of cementitious material per cubic yard of concrete (6-sack mix). The compressive strength of the concrete shall be at least 3,000 psi at 28 days. The slump shall not be more than 4 inches.

Curbs, gutters, and sidewalks shall be constructed by using fixed forms, except that curbs, not on structures, may be constructed by using an extrusion machine or a slip-form paver, and sidewalks, not on structures, may be constructed by using a slip-form paver.

Where the plans provide for the reconstruction of a portion of an existing curb, gutter, or sidewalk, the existing section and the adjacent street paving shall be sawcut to full depth of the existing structure, with an abrasive type saw at the first scoring line at or beyond the planned joint and the entire section to be reconstructed shall be removed. The new curb, gutter, or sidewalk shall join the old work at this line.

Quantities of concrete shown in the Engineer's Estimate such as curbs and gutters will be paid for at the contract price per linear foot. Sidewalks will be paid at the contract price per square foot.

The above prices and payments shall include full compensation for furnishing all labor, materials (including adhesive, or reinforcing steel and dowels for anchoring curbs to existing pavement), tools, equipment, and incidentals, and for doing all the work involved in constructing curbs, gutters, and sidewalks, complete in place, including subgrade preparation, saw-cutting existing concrete and pavement, removal and disposal of existing concrete and pavement, application of pigmented curing agent per Section 90-1.03B(3) of the Standard Specifications, pavement patch, and repair of the structural section of the street adjacent to the new work, as shown on the plans, and as specified in these specifications and the special provisions, and as directed by the Engineer.

### **10-1.30 LOOP DETECTORS**

Grooving loop detectors into the concrete roadway surface shall conform to the provisions of Section 42-2, "Grooving" of the Standard Specification.

Conductors, cables, and sealant shall conform to the provisions of Section 86, "Division X Electrical Work" of the Standard Specifications, the following located within:

1. Section 86-1.02F
2. Section 86-1.02W

Conductor, cable, detector, and sealant installation shall conform to the provisions of Section 87, "Electrical Systems" of the Standard Specifications, the following located within:

1. Section 87-1.03F
2. Section 87-1.03V
3. Section 87-1.03W

### **10-1.31 REMOVING AND PLANTING TREES**

The Contractor shall remove trees and stumps where shown on the plans. Tree and stump removal shall conform to the provisions in Section 17-2, "Clearing and Grubbing" of the Standard Specifications and these Special Provisions.

Roots shall be removed under new improvements within a 10-foot of the existing tree or stump as shown in the plans. The roots shall be removed to a depth of 1 foot below the existing or proposed aggregate base. The remaining hole shall be backfilled with 70% native soil and 30% mature clean green waste compost. Root shaving shall be performed with a machine using city approved vertical cutting wheel. The wheel shall be no longer than 14: with the cutter teeth. Root shaving shall be done with horizontal side to side motion. Mature green waste compost shall not consist of visible sticks, leaves, and other parent material. Additional soil amendments other than green waste compost are not required.

This section shall conform to the provisions of Section 20-3, "Planting" of the Standard Specifications.

The Contractor shall plant the proposed Chinese Pistache trees at a 5 to 10 foot offset from the existing tree or stump. Root barriers and tree stakes shall be installed in accordance with City Standards. Fertilizer tablets shall be 21 grams containing 20% Nitrogen, 10% Phosphorus, and 5% Potassium (20-10-5) in accordance with the Standard Specifications and City Standards.

This section shall conform to the provisions of Section 20-4, "Plant Establishment Work" of the Standard Specifications.

Backfill material for the proposed Chinese Pistache shall consist of 70% native soil and 30% mature clean green waste compost. Wood mulch shall conform to the provisions of Section 20-5.04 of the Standard Specifications.

### **10-1.32 IRRIGATION SYSTEM**

It is the intent of the specifications and drawings that the finished system is complete in every respect and shall be ready for operation satisfactory to the Owner.

The work shall include all materials, labor, services, transportation, and equipment necessary to perform the work as

indicated on the drawings, in these specifications, and as necessary to complete the contract.

Use only new materials of the manufacturer, size and type shown on the drawings and specifications. Materials or equipment installed or furnished that do not meet Engineer's, Owner's, or governing agencies standards will be rejected and shall be removed from the site at no expense to the Owner.

This work shall consist of the complete repair, maintenance, adjustment, and optimization of existing irrigation systems surrounding the existing and proposed trees as shown on the plans. This includes but is not limited to troubleshooting and repairing malfunctioning or damaged irrigation system components by existing tree roots, programming of irrigation controllers to optimize watering schedules, and repairing leaks affecting the system.

#### 1. CONSTRUCTION DRAWINGS

- A. Due to the scale of the drawings, it is not possible to indicate all offsets, fittings, sleeves, etc. which may be required. The Contractor shall carefully investigate the structural and finished conditions affecting all of their work and plan their work accordingly, furnishing such fittings, etc. as may be required to meet such conditions. Drawings are generally diagrammatic and indicative of the work to be installed. The work shall be installed in such a manner as to avoid conflicts between irrigation systems, planting, and architectural features.
- B. All work called for on the drawings by notes or details shall be furnished and installed whether or not specifically mentioned in the specifications. When an item is shown on the plans but not shown on the specifications or vice versa, it shall be deemed to be as shown on both. The Engineer shall have final authority for clarification.
- C. The Contractor shall not willfully install the irrigation system as shown on the drawings when it is obvious in the field that obstructions, grade differences or discrepancies in area dimensions exist that might not have been considered in engineering. Such obstructions or differences should be brought to the attention of the Engineer as soon as detected. In the event this notification is not performed, the Irrigation Contractor shall assume full responsibility for any revision necessary.

#### 2. QUALITY ASSURANCE

- A. Provide at least one English speaking person who shall be present at all times during execution of this portion of the work and who shall be thoroughly familiar with the type of materials being installed and the manufacturer's recommended methods of installation and who shall direct all work performed under this section.
- B. Manufacturers' directions and detailed drawings shall be followed in all cases where the manufacturer of articles used in this contract furnish directions covering points not shown in the drawings and specifications.
- C. All local, municipal, and state laws, rules and regulations governing or relating to any portion of this work are hereby incorporated into and made a part of these specifications, and their provisions shall be carried out by the Contractor. Anything contained in these specifications shall not be construed to conflict with any of the above rules and regulations of the same. However, when these specifications and drawings call for or describe materials, workmanship, or construction of a better quality, higher standard, or larger size than is required by the above rules and regulations, the provisions of these specifications and drawings shall take precedence.
- D. All materials supplied for this project shall be new and free from any defects. All defective materials shall be replaced immediately at no additional cost to Owner.
- E. The Contractor shall secure the required licenses and permits including payments of charges and fees, give required notices to public authorities, verify permits secured or arrangements made by others affecting the work of this section.

#### 3. SUBMITTALS

##### A. Materials List:

1. The Contractor shall furnish the articles, equipment, materials, or processes specified by name in the Drawings and Specifications. No substitution will be allowed.
2. Complete material list shall be submitted prior to performing any work. Material list shall include the manufacturer, model number, and description of all materials and equipment to be used.
3. Although manufacturer and other information may be different, the following is a guide to proper submittal format:

| Item | Manufacturer | Model No.    | Description                                 |
|------|--------------|--------------|---|
| 1    | Rain Bird    | 1806-SAM-PRS | 6" Pop-op spray head "MRP" nozzles          |
| 2    | Nibco        | T-113        | T-133 with bronze cross handle – 3" smaller |
| 3    | Etc.         | Etc.         | Etc.  |

4. The irrigation submittal must be specific and complete with a full description of product use. All items must be listed and should include solvent/primer, wire, wire connectors, valve boxes, etc. No copies of manufacturer's literature (catalog cuts) are required as submittal information.
5. Equipment or materials installed or furnished without prior approval of the Owner's Authorized Representative may be rejected and the Contractor may be required to remove such materials from the site at their own expense.

6. Approval of any item, alternative or substitute, indicates only that the product or products apparently meet the requirements of the Drawings and Specifications on the basis of the information or samples submitted.

7. Manufacturer's warranties shall not relieve the Contractor of their liability under the guarantee. Such warranties shall only supplement the guarantee

4. EXISTING CONDITIONS

- A. The Contractor shall verify and be familiar with the locations, size and detail of points of connection provided as the source of water, electrical supply, and communication line connection to the irrigation system.
- B. Contractor shall verify static water on the project prior to the start of construction. Should a discrepancy exist, notify the Engineer and Owner's Authorized Representative prior to beginning construction.
- C. Prior to cutting into the soil, the Contractor shall locate all cables, conduits, sewer septic tanks, and other utilities as are commonly encountered underground and they shall take proper precautions not to damage or disturb such improvements. If a conflict exists between such obstacles and the proposed work, the Contractor shall promptly notify the Engineer and Owner who will arrange for relocations. The Contractor will proceed in the same manner if a rock layer or any other such conditions are encountered.
- D. The Contractor shall protect all existing utilities and features to remain on and adjacent to the project site during construction. Contractor shall repair, at their own cost; all damage resulting from their operations or negligence.
- E. The Irrigation Contractor shall coordinate with the General Contractor for installation of required sleeving as shown on the plans prior to paving operations.
- F. The Contractor shall verify and be familiar with the existing irrigation systems in areas adjacent to and within the Project area of work.
- G. The Contractor shall protect all existing irrigation systems, in areas adjacent to and within the project area of work, from damage due to their operations.
- H. Contractor shall notify Owner's Representative if any existing system is temporarily shut off, capped or modified. Provide 48-hour notice, prior to turning off or modifying any existing irrigation system.
- I. The Contractor shall repair or replace all existing irrigation systems, in areas adjacent to and within the project area of work, damaged by the construction of this project. Adjacent irrigation systems shall be made completely operational and provide complete coverage of the existing landscaped areas. All repairs shall be complete to the satisfaction of the Owner's Representative.
- J. The Contractor shall provide bore holes under any existing pavement or paving encountered for the required lateral, mainline and low voltage control wire sleeving. Bore holes under 2 inches in diameter and smaller shall be made with a BulletMole® underground boring tool as manufactured by Dimension Tools, LLC (Contact telephone number (888)-650-5554 or at [www.bulletmole.com](http://www.bulletmole.com)). Bore holes larger than 2 inches in diameter shall be made with an approved mechanical boring tool. No air jacking or hydraulic boring of any kind shall be allowed.

**10-1.33 PAYMENT**

The method of payment for each item of work is described in Section 9, "Payment" of the Standard Specifications.

Progress payments shall be payment for amount of work completed to the 20th of each month. All work in not fully completed, but in progress, shall be discussed with the Contractor and assessed by the Project Engineer, and shall be paid for on a percentage of completion or quantities completed basis. Progress payments shall be made to the Contractor upon approval of the City.