

CITY OF LEMOORE  
PUBLIC WORKS DEPARTMENT

CONTRACT BOOKLET (CIVIL PROJECT)  
FOR THE

**ON-CALL ASPHALT PATCHING PROJECT**

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- Not Applicable

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- Not Applicable

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## **NOTICE INVITING BIDS**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City Clerk of the City of Lemoore ("City") for furnishing all labor, materials, services, and equipment, and performing all work necessary as specified, including but not limited to providing on-call asphalt patching services for streets, alleys, parking lots, and other paved surfaces within the City of Lemoore as requested.

Pre-bid meetings will be held on January 22, 2026, at 2:00 p.m., in the Conference Room located at 711 W. Cinnamon Drive, Lemoore, CA 93245. The meetings will not include a site visit. **Attendance of the pre-bid meetings is not mandatory.**

Specifications, proposal forms, contract forms, and special provisions can be downloaded free of charge from Invitation for Bid (IFB), Request for Bid (RFB), Request for Proposal (RFP), and Request for Qualifications (RFQ) Notices, which are available on the [City website](#).

Bids must be filed with the City Clerk at 711 W. Cinnamon Drive, Lemoore, California, **before 2:00 p.m., the 5th day of February 2026**, at which time the City Clerk will open said bids. Bids shall be submitted in sealed envelopes and marked:

### ***Bid Proposal: On-Call Asphalt Patching***

No bid will be considered unless submitted on a bid proposal form furnished by the City Engineer.

In accordance with the provisions of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the General Prevailing Rates and wages and employer payments for health and welfare pension, vacation, travel time and subsistence pay, as provided for in Section 1773, apprenticeship or other training programs authorized by section 3093, and similar purposes applicable to the work to be done. Said wages are available from the California Department of Industrial Relations website at <http://www.dir.ca.gov/DLSR/PWD>. A copy of the above-mentioned wage rates shall be posted by the Contractor at the job site where it will be available to any interested party.

In accordance with Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project may be subject to compliance monitoring and enforcement by the Department of Industrial Relations. 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 by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. See Section 7-2 of the Standard Specifications (General Conditions) for additional requirements.

The lowest bid shall be determined by the total of the bid prices on the base bid and the additive and deductive items in the Bid Proposal form in the order set forth below, when added to and subtracted from the base bid, that is less than or equal to a funding amount the Owner shall publicly disclose before the first bid is opened. The Owner reserves the right to add or deduct any of the additive or deductive items after the lowest responsible and responsive bidder is determined.

The City reserves the right to reject any or all bids, to waive any informalities or minor irregularities in the bids received, or to award the contract to the lowest responsible bidder as may serve the best interest of the City.

The City intends that this Agreement be effective for a term of one (1) year from the date of execution.

It is further the City's intent to **retain the option**, at its sole discretion, to extend the Agreement for up to **two (2) additional one-year period**, on the same terms and conditions, subject to mutual written agreement and City Council approval, if required.

The Contractor is advised that the **maximum potential term** of this Agreement, inclusive of all extensions, shall not exceed **three (3) years**, and that the City is under no obligation to exercise any extension option.

Unless otherwise required by law, no bidder may withdraw its bid for a period of sixty (60) days after the date set for the opening or any authorized postponement. The Owner reserves the right to take more than sixty (60) days to decide whether to reject bids or to award the Contract.

CITY OF LEMOORE

By: \_\_\_\_\_  
Marissa Trejo, City Manager

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

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## **INSTRUCTIONS FOR BIDDERS**

### **BID PROPOSALS:**

Bid proposals (or "bids"), in order to receive consideration, shall be made in accordance with the following:

1. Bids shall be made on the form included in the bid package. Bids not made on the proper form shall be disregarded. Numbers must be stated in words and figures, and the signatures of all individuals must be in longhand. All information requested in the Bid Proposal shall be provided in full by the bidder.
2. No bid will be considered which makes exceptions, changes, or in any manner makes reservations to the terms of the drawings or specifications.
3. Questions regarding documents, discrepancies, omissions, or doubt as to meanings shall be referred immediately to the Owner who will send written instructions clarifying such questions to each bidder. Oral responses will not be binding on the Owner.
4. Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.
5. **REQUIRED DOCUMENTS:** Each bid must be accompanied by a completed Noncollusion Declaration, Subcontractor Designation, Sufficient Funds Declaration (Labor Code § 2810), Workers' Compensation Certificate, Drug Free Workplace Certification, and proof of registration of the contractor and subcontractors pursuant to Labor Code section 1725.5. Except for the proof of registration, the bidder shall use the City's attached forms for these submissions.
6. Bids shall be sealed when filed with the City prior to the bid opening. Irrespective of how a bidder delivers the bid and other documents to the Owner, the bidder is responsible for ensuring that the bid and other documents are actually received at the location designated in the Contract Documents for receipt of the bid and other documents prior to the time for bid opening. Bids and other documents that are not actually received at the designated location prior to the bid opening time shall not be opened or considered.

### **WITHDRAWAL OF BIDS:**

Bids may be withdrawn by bidders prior to the time fixed for the submittal of bids or any authorized postponement thereof. A successful bidder shall not be relieved of the bid unless by consent of the Owner or bidder's recourse to Public Contract Code §5100 et seq.

### **OPENING OF BIDS:**

Opening of bids shall be as soon after the time set as will be possible. Any and all bidders will be permitted to attend.

**EXAMINATION OF CONTRACT DOCUMENTS AND SITE:**

Before submitting a bid, bidders shall examine the drawings, read the specifications, the form of Agreement between Contractor and Owner, and all other Contract Documents.

Pursuant to Public Contract Code section 1104: (1) Bidders shall not be required to assume responsibility for the completeness and accuracy of architectural or engineering plans and specifications, except on clearly designated design build projects; (2) however, bidders shall be required to review architectural or engineering plans and specifications prior to submission of their bids and to report any errors and omissions to the Owner; and (3) the review shall be confined to the bidder's capacity as a bidder and not as a licensed design professional.

**FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:**

The form of the agreement between Owner and Contractor which the successful bidder will be required to execute, if awarded the Work, is a Contract Document and is part of this bid package.

**ADDENDA OR BULLETINS:**

Any addenda or bulletins issued prior to the bid opening shall form a part of the drawings, specifications, and Contract Documents, and shall be covered in the bid.

**EVIDENCE OF RESPONSIBILITY:**

Each bidder shall provide all evidence of the bidder's responsibility under Public Contract Code section 1103, as may be requested in the bid proposal form. In addition, upon the request of Owner after the bid opening, a bidder shall submit promptly to the Owner or its designee additional evidence of the bidder's responsibility under Public Contract Code section 1103. The Owner may consider such evidence before making its decision to award the proposed contract. Failure to submit evidence of the bidder's or its subcontractors' responsibility to perform the proposed contract, either as part of the bid or after the bid opening, may result in rejection of the bid.

**AWARD OF CONTRACT:**

Rejection of any or all bids, to contract work with whomever and in whatever manner, to abandon work entirely, and/or to waive any informality in receiving of bids is reserved as the right of the Owner.

The Contract shall be awarded to the lowest responsible and responsive bidder as interpreted by the Owner under California law and as specified herein and shall be entered into by the successful bidder within ten (10) days after mailing, faxing or delivery of the Notice of Award of Contract. Owner reserves the right, without any liability, to cancel the award of any bid for any reason at any time before the full execution of the Agreement between Owner and Contractor.

**EXECUTION OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:**

The successful bidder shall sign the Agreement between Owner and Contractor in as many originals as the Owner deems necessary and return the insurance certificates, additional insured endorsement, and declarations page within ten (10) days after the mailing, faxing, or delivery of the Notice of Award of Contract. If the ten (10) day period expires after the date for commencement of the Work, Contractor must submit the documents before the date of commencement of the Work. If the successful bidder does not comply with this paragraph, Owner may revoke and/or cancel the award to the successful bidder and award the Contract to the next lowest bidder, or may otherwise proceed as allowed by law.

**SUBSTITUTION OF MATERIALS:**

The Contractor must ensure that any proposed substitutions by the Contractor or its subcontractors, seeking possible approval of any equipment or materials thought to be equal to or better than those specified in the drawings or specifications, are submitted to the Owner a minimum of fourteen (14) calendar days prior to the bid opening to allow time for review. If approved, Owner will issue an addendum seven (7) calendar days prior to bid opening, including all equipment and materials deemed equivalent to those specified and approved. Submittals shall include comparative data of the specified equipment or material and the proposed substitution as set forth in the Contract Documents. Submittals without this information will be automatically rejected.

**TAXES:**

The Owner is generally exempt from payment of Federal Excise Tax on materials. The Owner will furnish exemption certificates to the Contractor to be used to obtain materials ordinarily subject to Federal Excise Tax without payment of the tax. Bidder shall execute a change order to reduce the contract price by the amount of any and all cost savings received by Contractor by virtue of the exemption certificates.

**SECURITIES IN LIEU OF RETENTION; ESCROW ACCOUNT:**

Contractor may substitute securities in lieu of retention, as provided by Public Contract Code section 22300. If Contractor requests the Owner to deposit retention in an escrow account at a bank, the parties shall enter an escrow agreement as provided in Public Contract Code section 22300.

**BID PROTEST PROCEDURES:**

***All bid protests must comply with the following, or they shall be rejected as invalid:***

1. The protest shall be in writing;
2. The protest shall be filed and received no later than 4:00 p.m. on the fourth (4th) business day after the deadline for submittal of the bids;
3. The protest shall set forth in detail all grounds for the protest, including all facts, supporting documentation, legal authorities and arguments in support of the bid protest;
4. Before the bid protest deadline, the protesting party shall transmit the complete bid protest, including all documentation, to all other parties having a potential interest that may be adversely affected by the outcome of the protest, including but not limited to all other bidders who may have a reasonable prospect of losing or obtaining an award of the Contract depending on the outcome of the protest; and
5. All factual contentions must be supported by competent, admissible and credible evidence.

The procedures and time limits set forth in this section for bid protests are strictly construed and are protesting party's sole and exclusive remedy in the event of a bid protest. Protesting party's failure to strictly comply with these procedures and time limits shall constitute a waiver of any right to further pursue the bid protest, including but not limited to the presentation of a Government Code claim or legal proceedings. Any matter not set forth in the protest, including any ground for the protest or any evidence supporting a ground for the protest, shall be deemed waived.

A protesting party may not rely on the bid protest submitted by another protesting party, but must timely pursue its own bid protest.

Owner shall review a bid protest that was not rejected for failing to comply with the above procedures. The City Council shall make any final decision on such a bid protest.

# BID PROPOSAL

## ON-CALL ASPHALT PATCHING PROJECT

TO: The City Manager  
City of Lemoore

FROM: CONTRACTOR \_\_\_\_\_

*Name of bidder*

We, the undersigned bidder, having carefully examined the location of the Work, the Plans and Specifications, and all other Contract Documents, hereby propose to furnish, in strict accordance with the Contract Documents, all of the materials, labor and equipment necessary for the completion of this project and assume all liability imposed upon the Contractor by the Contract, and to accept as full compensation the unit prices set forth in the following bid items, to wit:

*Note: Bidders must include the unit price in both words and figures for each bid item.*

### BASE BID ITEMS

*The City will direct the Contractor to mobilize once at least 2,000 square feet of asphalt repair work is ready for performance. This minimum quantity may consist of a combination of repair areas across any of the street classifications identified below.*

| Item | Quantity | Unit | Item Description with Unit Price in Words                                     | Unit Price | Bid Price |
|------|----------|------|---|------------|-----------|
| 1.   | 1        | DAY  | Mobilization, Demobilization & Traffic Control @ _____<br>_____               | DAY        | \$ _____  |
| 2.   | 100      | S.F. | Removal & Replacement of Asphalt Patch Areas for Collector @ _____<br>_____   | S.F.       | \$ _____  |
| 3.   | 100      | S.F. | Removal & Replacement of Asphalt Patch Areas for Arterial @ _____<br>_____    | S.F.       | \$ _____  |
| 4.   | 100      | S.F. | Removal & Replacement of Asphalt Patch Areas for Residential @ _____<br>_____ | S.F.       | \$ _____  |

## BIDDER QUALIFICATION QUESTIONNAIRE

**INSTRUCTIONS TO BIDDER:** Bidder must answer all questions and provide all information requested on additional pages, all of which must be submitted with the Bid Proposal by the bid opening deadline.

### A. GENERAL REQUIREMENTS FOR QUALIFICATION

1. Contractor has a liability insurance policy with a policy limit of at least: a) \$3,000,000 per occurrence and \$5,000,000 aggregate for projects of \$1M or more.

Yes             No

2. Contractor has current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.

Yes             No             Contractor is exempt from this requirement  
because it has no employees

3. At the time of submitting this form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

Yes             No

If the answer is "Yes," state the beginning and ending dates of the period of debarment.

4. Was your firm in bankruptcy at any time during the last five years?

Yes             No

If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

### B. Licenses

1. List all valid and current California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:

\_\_\_\_\_

2. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.

\_\_\_\_\_

3. Has any contractor's license held by your firm, or its responsible managing employee ("RME") or responsible managing officer ("RMO") been suspended or revoked at any time in the last five years?

Yes             No

If "yes," please explain on a separate signed sheet.

{SR129380}IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS FOR UNIT PRICE QUOTED SHALL PREVAIL.

**C. Disputes**

1. At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

Yes       No

If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

2. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

Yes       No

If "yes," explain on a separate signed page. State whether the firm involved was the firm applying for prequalification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

3. In the last five years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

Yes       No

If "yes," explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

4. In the past five years has any claim of \$50,000 or more against your firm concerning your firm's work on a construction project been filed by a project owner in court or arbitration?

Yes       No

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

5. Excluding "pass-through" claims originated by subcontractors or suppliers of yours, in the past five years has your firm made any claim of \$50,000 or more against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?

Yes       No

If "yes," on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

6. Has your firm had a contract for a public work of improvement in the last five years that was terminated by the project owner (except a termination for convenience)?

Yes       No

(SR129380) IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS FOR UNIT PRICE QUOTED SHALL PREVAIL.

If the answer is "Yes," for each such contract attach a separate sheet identifying the owner, your bonding company, the original contract value, the value of the work terminated and a brief explanation of the circumstances leading to the termination.

7. Has your firm ever entered into a settlement agreement, or otherwise agreed, with a public entity that your firm would not bid on future projects advertised by the public entity for a specified period of time?

Yes       No

If the answer is "Yes," for each such agreement attach a separate sheet identifying the public entity and the period of time during which your firm agreed not to bid.

8. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private?

Yes       No

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

9. Has any stop payment notice in the last five (5) years resulted in a claim against your payment bond?

Yes       No

If "yes," explain on a separate signed page.

**D. Criminal Matters and Related Civil Suits**

1. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

Yes       No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

2. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

Yes       No

{SR129380}IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS FOR UNIT PRICE QUOTED SHALL PREVAIL.

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

**E. Bonding**

1. List all sureties (name and full address, plus name, address and telephone number of surety agent) that have written bonds for your firm during the last five years, including the dates during which each wrote the bonds:

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2. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

---

3. During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

Yes       No

If "yes," provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

4. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?

Yes       No

**F. Compliance with Occupational Safety and Health Laws and Other Labor Legislation Regarding Safety**

1. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years; or has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

Yes       No

If "yes," attached a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

**NOTE:** If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

2. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

Yes       No

If "yes," attach a separate signed page describing each citation.

{SR129380}IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS FOR UNIT PRICE QUOTED SHALL PREVAIL.

**NOTE:** If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

### **G. Prevailing Wage and Apprenticeship Compliance Record**

1. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the state's prevailing wage laws, or the federal Davis-Bacon prevailing wage requirements?

**NOTE:** This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

Yes       No

If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

2. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

Yes       No

If "yes," provide the date(s) of such findings, and attach copies of the Department's final decision(s).

### **H. Experience**

1. Identify all public works contracts on which you have performed work over the last three (3) years where you entered a direct (i.e., prime) contract with the public agency owner of the project, and provide the following information for each contract:
- a. The public agency owner, its design professional, and its construction manager.
  - b. The contact persons at the owner, the design professional, and the construction manager.
  - c. The name of project.
  - d. The delivery method of the project (e.g., single prime competitive bidding, multiple prime competitive bidding, design-build, etc.).
  - e. The date of the owner's award of the contract to you.
  - f. The original scope of work in the contract.
  - g. The original contract price.
  - h. The original contract time for performance.
  - i. Any claims against the owner presented by you, including the amount claimed and each basis of the claim.
  - j. Any lawsuit or cross-complaint against the owner filed by you, including the amount claimed, each basis of the lawsuit or cross-complaint, the name of the court, and the case number.
  - k. Any demand for arbitration given to the owner by you, including the amount claimed and each basis of the demand for arbitration.
  - l. Any amounts withheld by owner from progress payments to you or release of retention to you, including the amount withheld and the each basis for the withholding.
  - m. Any lawsuit or cross-complaint filed by the owner against you, including the amount claimed, the name of the court, and the case number.
  - n. Any demand for arbitration given by the owner to you, including the amount claimed and each basis of the demand for arbitration.
  - o. A copy of any settlement agreement, change order, or other document (including e-mail or letter) that resolved one or more of the above claims, lawsuits, cross-complaints, or arbitrations.
  - p. The total of payments you received from the public agency owner for the project, including all settlements, change orders, awards, or judgments; and the total of any payments from you to the public agency owner for the project, including all settlements, change orders, awards, or judgments.

{SR129380}IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS FOR UNIT PRICE QUOTED SHALL PREVAIL.

2. Of the contracts identified in response to Question #1, above, identify each contract where your work was not completed by the original completion deadline, including the following information for each such contract:
  - a. Number of calendar days from original completion deadline to full and final completion of your work on the project as required by the contract.
  - b. All reasons for the delay in completion, including delay for which you were responsible.
3. Of the contracts identified in response to Question #1, above, identify each contract where a Civil Wage and Penalty Assessment ("CWPA") or Determination of Civil Penalty ("DCP") was issued by the Division of Labor Standards Enforcement against you or your subcontractors, including the following information for each such CWPA and DCP on that contract:
  - a. Description of each CWPA and DCP, including the amount of any wages due or penalties assessed under each CWPA and DCP.
  - b. A copy of each CWPA and DCP.
  - c. Reasons for the issuance of each CWPA and DCP.
4. Of the contracts identified in response to Question #1, above, identify each contract where the public agency owner or one or more of its representatives for the contract are contractually or legally prohibited from speaking to the Owner about any aspects of the contract, including the following information for each such contract:
  - a. The aspect or aspects of the contract the public agency owner or its representative is prohibited from discussing with the Owner.
  - b. The details of the contractual or legal prohibition that prevents the public agency owner or its representative from speaking with the Owner about an aspect of the contract.
  - c. Whether you agree to waive the above contractual or legal prohibition so that the public agency owner or its representative may speak with the Owner about all aspects of the contract, including your performance of the work under the contract and any disputes that occurred during the contract.

{SR129380}IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS FOR UNIT PRICE QUOTED SHALL PREVAIL.

**BID SUMMARY**

Total amount for all street types 1 through 4. \$ \_\_\_\_\_

Total amount of Base Bid is \_\_\_\_\_  
\_\_\_\_\_ dollars and \_\_\_\_\_ cents.

ALL BID PRICES IN THE BASE BID SECTION SHALL BE DETERMINED BASED ON THE UNIT PRICE. IN CASE OF DISCREPANCY BETWEEN THE UNIT PRICE IN WORDS AND FIGURES, THE UNIT PRICE QUOTED IN WORDS SHALL PREVAIL.

The city reserves the right to waive any informalities or minor irregularities in the bids. In case the unit price in words is incorrectly written as the bid price for a quantity-based item, and the price in words matches exactly the numerical bid price, it will be considered that the unit price in figures is given in good faith. Only in such cases will the unit price in figures be used.

CONTRACTOR SHALL BID ON ALL OF THE ITEMS IN THE BASE BID SECTION AND, IF APPLICABLE, THE ALTERNATE BID SECTION. THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

The low bid shall be determined in accordance with the Notice to Bidders.

If written notice of the Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form of agreement present in these Contract Documents in accordance with the specifications and bid as accepted.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

\_\_\_\_\_  
\_\_\_\_\_

Our Public Liability and Property Damage Insurance is placed with:

\_\_\_\_\_  
\_\_\_\_\_

Our Workers' Compensation Insurance is placed with:

\_\_\_\_\_  
\_\_\_\_\_

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in Completing the Contract, they are to become a part thereof.

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

A bidder shall not submit a bid unless the bidder's California contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

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

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

The undersigned has carefully checked all of the above figures and understands that the City shall not be responsible for any errors or omissions by the undersigned in preparing this bid.

## BIDDER'S INFORMATION AND SIGNATURE

The undersigned certifies that he has a valid license as Contractor in the State of California, for the classification required on this Project (Class A), the numbers of which are \_\_\_\_\_ and the expiration dates of which are \_\_\_\_\_. The authorized person signing below affirms that the information, answers, and representations in this bid are true, correct, and complete, and he/she acknowledges and understands that they are made under penalty of perjury under the laws of the State of California.

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

***PLEASE SEE THE FOLLOWING INSTRUCTIONS REGARDING SIGNATURE:***

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

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

***[END OF BID PROPOSAL FORM]***

## **SUBCONTRACTOR DESIGNATION**

Pursuant to the provisions of Sections 4100 to 4113, inclusive, of the Public Contract Code of the State of California, the Bidder hereby designates below, for the project, opposite various portions of work, the names and locations of the places of business of each subcontractor who will perform work or labor in an amount in excess of one-half of one percent (1/2 of 1%) of the amount of the total bid. All work not listed below shall be performed by the undersigned bidder. It is understood that the bidder, if awarded the contract, shall not substitute any subcontractor in place of the subcontractors herein designated subcontractor, or sublet or subcontract any of the work as to which a subcontractor is not herein designated without the consent of the City and approval of the Engineer. The bidder may submit a correct subcontractor license number within 24 hours after the bid opening if the corrected number corresponds to the submitted name and location of that subcontractor. If so corrected, an inadvertent error in listing the subcontractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive. The subletting or subcontracting of any work for which there was no subcontractor designated in the original bid may be permitted only in case of public emergency or necessity. The Contractor shall perform, with its own organization, no less than five (5) percent of the original total contract price, except for all federal-aid projects, which is thirty percent (30%) minimum, as defined in the Caltrans' [Local Assistance Procedures Manual](#) Chapter 16 Subsection 16.6 "Subcontractors."

NOTE: List one firm only for each portion of work. All sub-contractors' names, license numbers, and portions of work must be clearly printed or typewritten below, except street address, city, state, and zip code information may be provided within 24 hours of the opening of bids.

### **SUBCONTRACTOR 1**

Portion of Work (describe portion, and state percentage of total contract price)

|                                      |               |           |                    |
|--------------------------------------|---------------|-----------|--------------------|
|                                      | (      )      |           |                    |
| Company Name                         | Phone         | License # | DIR Registration # |
| California Contractor License Number | Email Address |           |                    |
| Address                              | City          | State     | Zip-code           |

### **SUBCONTRACTOR 2**

Portion of Work (describe portion, and state percentage of total contract price)

|                                      |               |           |                    |
|--------------------------------------|---------------|-----------|--------------------|
|                                      | (      )      |           |                    |
| Company Name                         | Phone         | License # | DIR Registration # |
| California Contractor License Number | Email Address |           |                    |
| Address                              | City          | State     | Zip-code           |

**SUBCONTRACTOR DESIGNATION (CONT.)**

*NOTE: Use additional pages if necessary. List one firm only for each portion of work. All subcontractors' names, license numbers, and portions of work must be clearly printed or typewritten below, except street address, city, state, and zip code information may be provided within 24 hours of the opening of bids.*

**SUBCONTRACTOR 3**


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 Portion of Work (describe portion, and state percentage of total contract price)

(       )

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|              |       |           |                    |
|--------------|-------|-----------|--------------------|
| Company Name | Phone | License # | DIR Registration # |
|--------------|-------|-----------|--------------------|

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|                                      |               |
|--------------------------------------|---------------|
| California Contractor License Number | Email Address |
|--------------------------------------|---------------|

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|         |      |       |          |
|---------|------|-------|----------|
| Address | City | State | Zip-code |
|---------|------|-------|----------|

**SUBCONTRACTOR 4**


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 Portion of Work (describe portion, and state percentage of total contract price)

(       )

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|              |       |           |                    |
|--------------|-------|-----------|--------------------|
| Company Name | Phone | License # | DIR Registration # |
|--------------|-------|-----------|--------------------|

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|                                      |               |
|--------------------------------------|---------------|
| California Contractor License Number | Email Address |
|--------------------------------------|---------------|

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|         |      |       |          |
|---------|------|-------|----------|
| Address | City | State | Zip-code |
|---------|------|-------|----------|

**SUBCONTRACTOR 5**


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 Portion of Work (describe portion, and state percentage of total contract price)

(       )

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|              |       |           |                    |
|--------------|-------|-----------|--------------------|
| Company Name | Phone | License # | DIR Registration # |
|--------------|-------|-----------|--------------------|

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|                                      |               |
|--------------------------------------|---------------|
| California Contractor License Number | Email Address |
|--------------------------------------|---------------|

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|         |      |       |          |
|---------|------|-------|----------|
| Address | City | State | Zip-code |
|---------|------|-------|----------|

**NONCOLLUSION DECLARATION**

I, \_\_\_\_\_, declare that I am the  
Name

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

of \_\_\_\_\_  
Bidding Entity

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

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

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

(California Public Contract Code Section 7106.)

*NOTE: The above Noncollusion Declaration must be submitted with the Bid Proposal. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution*

## WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700, in relevant part, provides:

"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. Said certificate 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 or her employees, ... "

I am aware of the provisions of the Labor Code Section 3700 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. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

## DRUG FREE WORKPLACE CERTIFICATION

The Drug-Free Workplace Act of 1990 (Government Code sections 8350 *et seq.*) requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- (b) Establishing a drug-free awareness program to inform employees about all of the following:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The person's or organization's policy of maintaining a drug-free workplace;
  - (3) The availability of drug counseling, rehabilitation and employee-assistance programs;
  - (4) The penalties that may be imposed upon employees for drug abuse Violations;
- (c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 *et seq.*

I acknowledge that I am aware of the provisions of Government Code Section 8350 *et seq.* and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**SUFFICIENT FUNDS DECLARATION**

Owner: City of Lemoore

Contract: On-Call Asphalt Patching

I, \_\_\_\_\_, declare that I am the \_\_\_\_\_ *[insert title]* of \_\_\_\_\_, the entity making and submitting the bid for the above Contract that accompanies this Declaration, and that such bid includes sufficient funds to permit \_\_\_\_\_ *[insert name of entity]* to comply with all local, state or federal labor laws or regulations during the Contract, including payment of prevailing wage, and that \_\_\_\_\_ *[insert name of entity]* will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on \_\_\_\_\_ 20\_\_, at \_\_\_\_\_ *[city]*, \_\_\_\_\_ *[state]*.

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

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_



## **SECTION 1 THROUGH 95 INCLUSIVE - STANDARD SPECIFICATIONS**

The "City of Lemoore Standard Specifications and Standard Drawings," dated October 3, 2003, and any addenda thereto, collectively referred to hereafter as the "Standard Specifications," are hereby referenced in their entirety and included as an integral part of these Specifications and Plans. Copies of the Standard Specifications can be obtained from the City at 711 West Cinnamon Drive, Lemoore, CA 93245, for a nominal fee, or free of charge on the City's official website at [https://lemoore.com/wp-content/uploads/2018/03/lemoore\\_standard\\_specifications.pdf](https://lemoore.com/wp-content/uploads/2018/03/lemoore_standard_specifications.pdf).

Following is a copy of the Table of Contents from said Standard Specifications, for reference purposes.

### **GENERAL PROVISIONS**

|            |   |
|------------|---|
| Section 1  | Definitions And Terms                                 |
| Section 2  | Proposal Requirements And Conditions                  |
| Section 3  | Award And Execution Of Contract                       |
| Section 4  | Scope Of Work   |
| Section 5  | Control Of Work                                       |
| Section 6  | Control Of Materials                                  |
| Section 7  | Legal Relations And Responsibility                    |
| Section 8  | Progress And Prosecution                              |
| Section 9  | Measurement And Payment                               |
| Section 10 | Dust Control  |
| Section 11 | <del>Mobilization</del>                               |
| Section 12 | Traffic Control; Construction Traffic Control Devices |
| Section 13 | <del>(Blank)</del>                                    |
| Section 14 | <del>(Blank)</del>                                    |
| Section 15 | <del>Removing Existing Facilities</del>               |

### **TECHNICAL PROVISIONS**

|            |  |
|------------|--|
| Section 16 | <del>Clearing And Grubbing</del>             |
| Section 17 | <del>Water Use</del>                         |
| Section 18 | <del>Dust Palliative</del>                   |
| Section 19 | <del>Earthwork</del>                         |
| Section 20 | <del>Landscape Planting</del>                |
| Section 21 | <del>Landscape Irrigation Systems</del>      |
| Section 22 | <del>Finishing Roadway</del>                 |
| Section 23 | <del>(Blank)</del>                           |
| Section 24 | <del>Lime Stabilization</del>                |
| Section 25 | <del>Aggregate Subbases</del>                |
| Section 26 | <del>Aggregate Bases</del>                   |
| Section 27 | <del>Cement Treated Bases</del>              |
| Section 28 | <del>Lean Concrete Base</del>                |
| Section 29 | <del>Treated Permeable Bases</del>           |
| Section 30 | <del>30 Through 36 (Blank)</del>             |
| Section 37 | <del>Bituminous Seals</del>                  |
| Section 38 | <del>(Blank)</del>                           |
| Section 39 | <del>Asphalt Concrete Pavement, Dikes</del>  |
| Section 40 | <del>Portland Cement Concrete Pavement</del> |
| Section 41 | <del>41 Through 62 (Blank)</del>             |
| Section 63 | <del>Storm Drainage Facilities</del>         |

|            |   |
|------------|---|
| Section 64 | <del>Sanitary Sewer Facilities</del>                        |
| Section 65 | <del>Sanitary Sewer Force Mains</del>                       |
| Section 66 | <del>Potable Water Distribution Facilities</del>            |
| Section 67 | <del>Recycled Water Distribution Systems</del>              |
| Section 68 | <del>Jacking Pipe</del>                                     |
| Section 69 | <del>(Blank)</del>  |
| Section 70 | <del>Miscellaneous Street Improvements</del>                |
| Section 71 | <del>(Blank)</del>  |
| Section 72 | <del>(Blank)</del>  |
| Section 73 | <del>Concrete Curbs, Sidewalks, Surface Improvements</del>  |
| Section 74 | <del>74 Through 79 (Blank)</del>                            |
| Section 80 | <del>Chain Link Fence, Gates; Timber Barricades</del>       |
| Section 81 | <del>Concrete Masonry Wall (Fence)</del>                    |
| Section 82 | <del>Fiber Optic Facilities</del>                           |
| Section 83 | <del>Lighting Systems</del>                                 |
| Section 84 | <del>Traffic Stripes, Signs, And Pavement Markings</del>    |
| Section 85 | <del>Raised Pavement Markers</del>                          |
| Section 86 | <del>Traffic Signals And Intersection Safety Lighting</del> |
| Section 87 | <del>(Blank)</del>  |
| Section 88 | <del>Engineering Fabrics</del>                              |
| Section 89 | <del>(Blank)</del>  |
| Section 90 | <del>Portland Cement Concrete</del>                         |
| Section 91 | <del>Paint</del>  |
| Section 92 | <del>Asphalts</del>   |
| Section 93 | <del>Liquid Asphalts</del>                                  |
| Section 94 | <del>Asphaltic Emulsions</del>                              |
| Section 95 | <del>Epoxy</del>  |

SPECIAL NOTE: This project is based on English Units for all measurements. All references to Metric or SI Units in the above Standard Specifications and Standard Drawings shall be converted to English Units for application to the work described herein and on the Construction Drawings (Contract Plans). All references to "Standard Plans" and "Standard Drawings" in these Special Provisions shall mean these City Standard Specifications and Standard Drawings.

## SECTION 96 - SPECIAL PROVISIONS

### CONTRACT DOCUMENTS

See Standard Specifications §§1-9 and 4-2 for the scope of the Contract Documents.

### SCOPE OF WORK

The work to be performed under this contract, as described below, shall include providing all materials, equipment, supplies, labor, and transportation, and executing all work as required by and in strict accordance with the contract documents, all of which are incorporated herein. The work shall be completed, including all work, materials, and services not specifically called for or shown in the contract documents but necessary for proper construction and successful completion of the contract in good faith. The work site shall be left in a neat condition. The cost of all work performed, furnished, and installed must be included in the bid amount for the various items of work, with no separate compensation allowed.

All Work shall be performed in accordance with the applicable portions of the latest revisions of the City Standard Specifications and Standard Drawings, and any other plans or specifications indicated in the Contract Documents. The scope of Work is outlined in the Contract Documents, including but not limited to the Plans and Contract Specifications.

### PROPOSAL REQUIREMENTS

California Department of Industrial Relations

#### A. Contractor Registration

In accordance with the California State Senate Bill No. 854<sup>1</sup>, all contractors and subcontractors bidding and performing work on Public Works Projects shall register on an annual basis with the California Department of Industrial Relations (DIR). The Contractor and all of his subcontractors must possess and maintain such registration with DIR prior to the award or execution of the contract. The City shall verify the registration on the DIR's Contractor Registration System and notify DIR using the online Public Works Compliance form PWC-100 within **five (5)** days of the award of the contract.

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 Subsection 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Subsection 7029.1 of the Business and Professions Code or by Subsections 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Subsection 1725.5 at the time the contract is awarded.

#### B. Electronic Certified Payroll Reporting System

Contractors and subcontractors are required to submit certified payroll records into DIR's electronic certified payroll reporting (eCPR) system. Contractors and his subcontractors are required to check with DIR for additional compliance information on its Public Works page.

### COMMENCEMENT OF WORK, ORDER OF WORK, TIME OF COMPLETION & LIQUIDATED DAMAGES

The Contractor shall, during the term of the Agreement, commence on-site work within **seven (7) calendar days** of receipt of the **Notice to Proceed**, which shall be issued by the City **via email** and shall include a **list of locations** at which the Work is to be performed. The Contractor shall thereafter diligently prosecute the Work and complete all authorized Work **within thirty (30) calendar days** from the date of delivery of each Notice to Proceed, unless otherwise authorized in writing by the City. The actual date of commencement shall be determined by the City and

<sup>1</sup> *Public Works Reforms (SB 854, 2013-2014 Chapter 28). See import information for awarding bodies on the DIR website.*

confirmed at the pre-construction meeting, if applicable. The contractor shall not proceed with any work until receiving a "Notice to Proceed," but may order the materials necessary for construction immediately after the contract has been awarded by the City. For any material requiring delivery of more than two weeks, the Contractor shall submit a statement with a proof of order within three (3) working days after the City's approval of his submittal. Acceptable proof of order shall be document(s) from the manufacturer (not vendor) showing the order date and delivery date for the materials. For details about obtaining time extensions or compensation for delay, see Sections 4-12 and 8-8 in the Specifications.

90-day Maintenance Period

Not applicable.

Liquidated Damages

Liquidated damages shall accrue at a rate of one thousand **Dollars (\$1,000.00)** per calendar day for every calendar day of delay in completing the Work under this contract, and for every calendar day of delay in completing a milestone deadline. See Section 96-04, above. Liquidated damages will be cumulative. Reference is made to the Standard Specifications Subsection 8-9 "*Liquidated Damages.*"

Time of Completion and the milestone deadlines, as specified, will be enforced. Work at the project site shall progress to completion in an orderly fashion. Pursuant to the Contract Documents, liquidated damages will be assessed against the Contractor, and deducted from progress payments or release of retention, based upon calendar day delay in completion of the project or a milestone deadline.

#### ORDER OF WORK, TIME OF COMPLETION & LIQUIDATED DAMAGES

The contractor shall not proceed with any work until receiving a "Notice to Proceed," but may order the materials necessary for construction immediately after the contract has been awarded by the City. For any material requiring delivery of more than two weeks, the Contractor shall submit a statement with a proof of order within three (3) working days after the City's approval of his submittal. Acceptable proof of order shall be document(s) from the manufacturer (not vendor) showing the order date and delivery date for the materials. For details about obtaining time extensions or compensation for delay, see Sections 4-12 and 8-8 in the Specifications.

90-day Maintenance Period

Not Applicable

Liquidated Damages

Not Applicable

#### EXECUTION OF LIQUIDATED DAMAGES

The Contractor is responsible for completing the project within the allowable calendar days as described above. The Contractor shall contact the City to request inspection and final acceptance upon completion of construction (see Section 5-22 of the Specifications). If the construction cannot be completed by the end of the completion date, the following procedure shall be taken.

##### **Request for Extension**

If the Contractor believes that it is entitled to an extension of time permitted under the Contract for completion, it shall comply with the Contract Documents, including but not limited to Sections 4-12 and 8 of the Specifications.

##### **Extension of Contract Time**

The City shall review any request for time extension and respond pursuant to Section 4-12 of the Specifications.

### **Termination of Contract**

If the Contractor fails to finish the construction within the contract time, liquidated damages shall accrue at a rate as described in Subsection 0 above, and the City reserves the right to terminate the Contract pursuant to Section 8-13 of the Specifications.

### **APPROVED EQUAL**

#### **Procedure and Qualifications**

All bidders shall furnish and prepare their bids for the materials as specified in the Construction Plans and these Specifications. Pursuant to the Contractor's request, an alternative to a specified material may be considered by the City as an "approved equal" under Section 6-4 of the Specifications only if all of the following apply:

- The City did not declare the specified material as a sole source pursuant to Public Contract Code section 3400(c).
- The manufacturer shall have been in the business of related field for a minimum of five (5) years and provide a list of ten successful projects, of similar construction, each of which has been in service at least three (3) years.
- Alternatives must meet or exceed all the manufacture specifications as specified in the Contract Documents. Alternatives must be comparable in shape, material, and design with the model specified in the Contract Documents.
- The bidders shall provide complete submittals of all alternate materials to the City at least seven (7) business days prior to the bid opening. A complete submittal shall include manufacture's statements, specifications and/or catalogs, at a minimum, showing the dimensions, materials, coating, colors, and time of delivery.

#### **Contractor's Liabilities**

It is the bidder's responsibility to provide completed submittals to the City for approval. The City will not start the review process until all information described above is received. One digital copy of submittals in PDF for each alternative shall be sent directly to the Project Engineer for review. All alternatives must be approved by the City as "approved equals" before they may be used on the Project. If a requested "approved equal" material is approved by the City more than seventy-two (72) hours before the bid opening, other bidders shall be notified of it at least seventy-two (72) hours prior to the bid opening. No alternative will be approved within seventy-two (72) hours, or after, the bid opening.

The Contractor is fully responsible for any alternative material it requested, including replacement of all defective work due to the Contractor's workmanship or materials. Reference is made to the City Standard Specifications Subsection 6-4 "*Trade Names or Equal.*"

#### **NOTICE TO RESIDENTS AND AGENCIES**

Reference is made to Subsection 8-7 "*Notice to Residents*" of the Standard Specifications. Not less than *Five (5)* calendar days nor more than *Ten (10)* calendar days prior to proceeding with the work in any given area, the Contractor shall notify in writing all residents and tenants directly affected by the construction work of the nature, the approximate time for the completion of work, and anticipated inconveniences. The notice shall be on the contracting firm's letterhead and shall be signed and include the project superintendent's name and telephone number. Prior to commencing work in each given area, the Contractor shall furnish the Engineer a copy of the notice given to Residents and Tenants and shall certify the date, location and method by which the notice was delivered.

For every occurrence when property access, sewer service or water source is to be interrupted by the Contractor's work, the Contractor shall give written notice to all affected residents/tenants not less than *Five (5)* calendar days nor more than *Ten (10)* calendar days prior to said interruption. These notice(s) shall be in addition to the initial notice to residents described above.

Reference is made to Section 7 "*Legal Relations and Responsibility*" of the Standard Specifications. The Contractor shall conduct his operations in a manner, which minimizes these disruptions, shall

so instruct his labor force and subcontractors to minimize disruption, and shall provide accurate and timely information to residents and businesses along the work as well as the public. All workers shall conduct themselves in a respectful and businesslike manner while engaged in work on this project.

Full compensation for providing access to property and all provisions of this section shall be included in the amount for the various items of work and no separate payment will be made therefore.

#### PROSECUTION AND PROGRESS

Reference is made to the Standard Specifications Section 8 "*Progress and Prosecution*", Subsection 2-7 "*Designation of Subcontractors*." The Contractor shall be responsible for the coordination of all trades, subcontractors, material suppliers, and other public utility agencies engaged in the work.

##### **Progress/Construction Schedule**

The Contractor shall submit to the Engineer a practicable schedule as provided in Section 8 of the Specifications. The review or approval of such schedule by the Engineer does not release the Contractor of any obligation, does not grant any contract-time extension, and does not relieve the Contractor of other requirements as said in the Contract. The Contractor has full responsibility for his work, material and workmanship until final acceptance of the construction.

A construction schedule shall comply with the requirements of the Specifications, including but not limited to Section 8-5.

Subsequent to the time that submittal of a progress schedule is required in accordance with these specifications, no progress payments will be made for any work until a satisfactory schedule has been submitted to the Engineer.

#### PROGRESS PAYMENTS AND RETENTIONS

Reference is made to the Standard Specifications Subsection 9-6 "*Partial (Progress) Payments and Retentions*." The Contractor shall submit an invoice to the City for partial payment in the same format of the Bid Items defined in the Bid Proposal. The Contractor shall provide support documents along with the invoice for progress payment including weight tags for all quantified materials such as asphalt concrete and aggregate base.

##### **Withholding Payment and Deduction**

The Contractor shall complete the construction within the allowable calendar days as stated in the Subsection 0 "*Commencement of Work, Order of Work, Time of Completion & Liquidated Damages*." Reference is made to the City Standard Specifications Section 9-7 "*Stop Payment Notices; City's Right to Withhold Payments*." The City shall withhold payments for stop payment notices (Civil Code §9358), accrued liquidated damages, credits owed to the City, and all applicable penalties. Deduction shall be made from progress payments and release of retention.

##### **96-10.2 Retention**

Retention shall be withheld from progress payments and released to the Contractor as provided in the Contract Documents, including but not limited to Specifications Section 9.

#### CITY BUSINESS LICENSE

The Contractor to whom the contract is awarded, and all Subcontractors listed on the Contractor's Bid Proposal, or any Subcontractor substituted or added in accordance with these Specifications, must obtain a City Business License and pay all fees associated therewith. Business Licenses are to be obtained from the City's Finance Department at 711 W. Cinnamon Drive, Lemoore, CA 93245. Bidders are cautioned to contact the Finance Department to determine fee amounts before submitting a bid. This requirement applies regardless of the business address or location of the Contractor or any Subcontractor. Evidence satisfactory to the Engineer of the Contractor and all

subcontractors having obtained a City Business License shall also be submitted with the executed contract.

All costs associated with obtaining a business license by the Contractor and any Subcontractors shall be included in the various bid items; no additional payment will be made therefore.

## PERMITS

### General

As indicated in Subsection 7-10 "Permits and Licenses" of the Standard Specifications, the Contractor shall obtain all necessary permits as the first step of the work. The Contractor shall verify the requirements and fees for permits from the City Building Department, County, State, and other agencies. The City shall reimburse the Contractor for all direct permit fees paid through a progress payment. Dummy permits may be included as references for required permits in the appendices of these Construction Specifications. Contractors are responsible for checking the requirements with the appropriate agencies before submitting their bids.

Full compensation for all costs to obtain the required permits shall be included in the amount bid for the various items of work including all costs for application, inspection, and any charges associated therewith, except direct permit-fees. No separate payment will be made therefore.

### City Encroachment Permit

The Contractor shall fulfill the requirements of an Encroachment Permit free of charge from the City Construction Management for all work within a public right-of-way and public property. The Contractor shall contact the City Construction Manager at least **five (5) working days** prior to the beginning of construction with all of the following documents:

- A copy of valid State of California Contractor's License;
- A copy of valid City Business License;
- Liability Insurance Certificate (Contract Insurance Standards on City Website); and
- Traffic Control Plans from a contractor with a valid Class C-31 License or a Traffic/Civil Engineer licensed in the State of California.

The Contractor shall provide the licenses and insurance certificates from each of his subcontractors to the City unless the subcontractor's information is registered and valid on City's records.

## AWARD AND EXECUTION OF CONTRACT

The bidder's attention is directed to the provisions in Subsection 3-1 "*Award of Contract*" of the Standard Specifications and these Special Provisions for the requirements and conditions concerning award and execution of contract.

Unless otherwise specified, the basis of award shall be determined by the comparison of the base bids for the entire Project without consideration of the alternate item(s), if any. The alternate item(s) will be awarded at the discretion of the City. A Bid Proposal shall be submitted with all of the base and alternate bid items listed in order to be considered responsive.

## CONTRACT ADMINISTRATION

The work embraced herein shall be administered by the City Planning and Development Services Department. All inspection, progress payment preparation, and other construction reviews shall be provided by the City, except where specifically set forth otherwise in these Special Provisions, in the required permits, or as designated by the Engineer.

Where in these Contract Specifications the terms Design Engineer and/or Engineer are used, their meaning shall be interpreted as the City Engineer, or through his designated agent at the City Planning and Development Services Department.

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

## INSURANCE REQUIREMENTS

Reference is made to Subsection 7-4 “*Contractor’s Insurance Requirements and Hold Harmless*” of the City Standard Specifications. Contractor may visit the City official website for an example of insurance certificate required.

Contractor’s insurance shall specifically cover this project only and may include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. An excess/umbrella policy for multiple projects shall not be accepted.

## INTENT OF PLANS AND SPECIFICATIONS

Reference is made to Subsection 4-1 “*Intent of Plans and Specifications*” of the Standard Specifications.

## REPRESENTATION ON PLANS

Basic topographic ground feature information shown on the plans is indicated by record, supplemented by word description of certain features deemed important by virtue of their proximity to the proposed work. The Contractor shall carefully examine the site of work and shall satisfy himself as to the conditions to be encountered, any changes thereto which may have occurred since preparation of the plans, and any condition or feature which needs additional investigation. Not all overhead utility lines are indicated on the plans. Reference is made to Subsection 2-2 “*Examination of Site of Work, Plans, Specifications and Contract Documents*”, and Section 4 “*Scope of Work*” of the Standard Specifications.

## CHANGES TO SCOPE OF WORK

### **Changes in Bid Quantities**

Reference is made to the City Standard Specifications Subsection 2-4 “*Quantities*” and 4-10 “*Changes by Owner.*”

### **Extra Work**

Contractor shall comply with Specifications §4-10, 4-11, and 4-12. No additional compensation, neither monetary nor time extension, shall be made to the Contractor unless the Engineer classifies a work as Extra Work and accepts it with his written approval prior to the beginning of such work to be performed by the Contractor. In the absence of such approved Contract Change Order or any other written order of the Engineer, such work shall be considered as one part of the Contract and the Contractor shall not be entitled to any additional compensation.

Contractor shall comply with Specifications §4-12 if he demands an additional compensation, whether money or time, for any work. Such proposal shall clearly define the details of Extra Work including scope of work, location, reason of changes, quantities of labor, materials, and all associated charges, additional compensation in demand by the Contractor, and time extension for completion of Extra Work.

### **Claim**

Reference is made to the City Standard Specification Subsection 4-12 “*Procedures for Additional Money and Time – Notices, PCOs, and Claims.*” If the Contractor disagrees with the City Engineer on a rejection of a PCO, the Contractor shall follow the procedures for pursuing a Claim. The Contractor shall provide a full and complete record showing all costs associated with his Claim to assist the City in the determination of the reasonable compensation. Otherwise, Contractor shall have waived his rights to such pursuit and any later attempts to recover such compensation or modification shall be barred.

Despite submission or rejection of a notice, PCO, or Claim, the Contractor shall proceed diligently for completion of the Contract in a timely and professional manner, and the City shall continue to make any undisputed payments in accordance with the Contract.

## PRE-CONSTRUCTION CONFERENCE

A pre-construction conference will be held in accordance with the provisions in Subsection 8-4 "*Preconstruction Conference*" of the Standard Specifications and these Special Provisions. Before the start of construction, a meeting will be called by the Engineer with the Contractor, subcontractors, and interested agencies affected by the work to discuss the proposed work. At this meeting, the Contractor shall furnish to the Engineer those items required per Subsection 8-4 of the Standard Specifications, including Insurance Certificates and Endorsements meeting the requirements of Subsection 7-4 "*Contractor's Insurance Requirements and Hold Harmless.*" The Contractor shall also furnish, upon request, any material compliance certifications.

## CERTIFICATES OF COMPLIANCE

Reference is made to Subsection 6-5 "*Certificates of Compliance*" of the Standard Specifications. The Contractor shall submit to the Engineer three (3) certified copies of reports from each company supplying the product or material, stating the product or material delivered to the work complies with the specifications. The certificate shall be presented to the Engineer for review prior to use of the product or material in the work. No additional payment will be made for furnishing certificates and costs incurred shall be included in the prices bid for other items of work.

## LABOR COMPLIANCE

Reference is made to Subsection 7-2 "*Labor Code Requirements*". The Contractor and his subcontractors shall furnish electronic payroll records to the Labor Commissioner of California Department of Industrial Relations (DIR) in accordance with the California State Senate Bill (SB) 854. The Contractor and his subcontractors shall submit all certified payroll records to the City for review in a timely manner.

## INSPECTION

Reference is made to Subsection 5-17 "*Inspection during Construction; Meetings*" of the Standard Specifications. Inspection shall be made during the City's normal business hours or the Contractor must request and obtain an approval in writing from the City Engineer.

### Inspection Statements

The Contractor shall meet with the Inspector on a daily basis to review construction issues. The Inspector shall prepare daily logs and weekly inspection statement for construction progress and all construction activities. The Contractor shall receive a copy of the weekly inspection statement; the Contractor's failure to correct the content within five (5) working days from the date of issuance shall be deemed in agreement with the content of such statement.

### Inspection Fees

There is no fee to the Contractor for City inspection on a public project during City's regular business hours. However, if the inspection is scheduled to occur on a weekend, holiday or beyond the City's normal business hours, inspection fees will be calculated at the standard City overtime/double-time rate as applicable. Inspection fees will be accumulated on a basis of **One Hundred Fifteen Dollars (\$115)** per hour. A minimum of four (4) hours will be charged to the Contractor for inspection on a weekend or holiday. The Contractor shall be responsible for such inspection fees and all additional expenses associated with the inspection beyond the City's regular business hours.

The number of inspection hours will be determined by the City in reference to the Contractor's certified payrolls. Failure to pay the fees will be a cause to deduct the amount from monies due the Contractor. In the event the Contractor schedules the construction for completion but has not completed the work to be inspected or made an effort to do so, the Contractor may be billed at the standard City hourly rate for the cost of time expended by City inspectors in preparing for and making the determination that the work has not been satisfactorily completed to warrant an inspection.

## PRESERVATION OF PROPERTY

The removing, relocating, salvaging, and reinstalling of various facilities shall conform to the provisions of Subsection 5-9 "*Preservation of Property*" of the Standard Specifications and these Special Provisions.

All existing traffic signs, barricades, posts, mailboxes, delineators, pavement striping and markings, reflective markers, etc. which interfere with construction shall be inventoried on a map, removed, relocated, salvaged, and reinstalled as directed by the Engineer.

All other miscellaneous street facilities within the right-of-way shall remain unless otherwise noted on the Plans.

Full compensation for removing, salvaging, and reinstalling all the various miscellaneous facilities as specified herein and designated on the Plans, including any earthwork involved, shall be considered as included in the unit price bid for the various items of work, and no additional payment will be made therefore.

## CLEANUP

Reference is made to Subsections 4-13 "*Interim Cleanup*", 5-12 "*Disposal of Material Outside the Right-of-way*", 5-21 "*Final Cleanup*", 15-2.03 "*Disposal*", 16-4 "*Removal and Disposal of Materials*", and 19-1.04 "*Removal and Disposal of Buried Man-made Objects*" of the Standard Specifications. The Contractor shall clean up and dispose of all excess materials and other debris in any right-of-way or ground occupied by him, and shall restore utilities and improvements on public or private property which have been damaged by his operations.

A final walk-through inspection will be made by the City prior to final acceptance of the project.

## CONSTRUCTION SURVEYING

Reference benchmark information, if any, is provided on the Construction Drawings. The Contractor shall be responsible for construction survey stakes and marks for the project. The Contractor shall also be responsible for preserving construction survey stakes and marks for the duration of their usefulness and shall be fully responsible for the cost of any replacement or loss during construction.

The Contractor shall preserve property line and corner survey markers, and any permanent Survey Monuments, except where their destruction is unavoidable when the Contractor is proceeding in accordance with accepted practice. Unless otherwise specified on the Plans or herein, all such property line and survey markers or Permanent Monuments that are destroyed or disturbed by the work shall first be tied in an approved manner and replaced at the conclusion of work. Property line and corner survey markers and Permanent Survey Monuments that otherwise are lost or disturbed by the Contractor's operations shall be replaced at the Contractor's expense. All property line and corner markers and Permanent Monuments are to be replaced by a Registered Civil Engineer appropriately licensed for land surveying, or a Licensed Land Surveyor.

At the conclusion of the project, the Contractor's surveyor shall provide a certificate stating that the improvements are installed at the lines and grades indicated on the approved "AS-BUILT" construction plans.

## COMPACTION TESTS

Reference is made to Subsection 6-9 "*Compaction Tests*" of the Standard Specifications. Where compaction percentage is mentioned in these Specifications or on the plans, it shall mean relative compaction with optimum moisture content (dry weight basis) in accordance with Caltrans Test Method No. California 216. If the in-place moisture content of the soil at the time of the test is not within 2% of optimum, the test shall be considered failed.

The Contractor shall give written notice to the Engineer two (2) working days in advance of when he desires the required compaction tests to be taken. The initial tests will be taken at the expense of the City. Any further tests needed to check re-compacted areas because of failure to pass the original test shall be at the expense of the Contractor. The Engineer shall specify the locations where compaction tests are to be made.

## EXISTING UTILITIES

Reference is made to Subsection 4-6 "*Existing Facilities and Structures Shown on Plans*" of the Standard Specifications. The Engineer has made a diligent attempt to show on the Plans all the pertinent intersecting utilities that may affect the work. The Contractor shall exercise extreme caution in excavating for this project and shall protect existing utilities from damage inasmuch as the exact location is unknown until exposed by the excavation.

The Contractor shall notify Underground Service Alert (USA) by calling 811 or (800) 227-2600 at least two (2) working days prior to excavation. All existing utility mains and service lines shall be kept in constant service during the construction of this project. Hand excavating shall be employed where necessary to safely expose existing utilities.

Prior to beginning work, the Contractor shall pothole all intersecting utilities in order to verify their exact location and depth. This work shall be performed in advance to allow the engineer to make necessary modifications prior to commencing work.

Full compensation for all costs involved in protecting existing utilities shall be included in the amount bid for the various items of work and no separate payment will be made therefore.

## COORDINATION WITH UTILITIES AND OTHER CONTRACTORS

There may be construction work performed by others at or near the location of the work to be performed under this contract. The Contractor shall coordinate his operations with other contractors and utility agencies with operations adjacent to or within the work area to prevent delays or hindrances to their work.

Any claims for delays resulting from the Contractor's failure to coordinate with other contractors or utility companies having interest in the work shall be at the Contractor's expense and no additional compensation shall be made therefore.

Full compensation for all costs involved in coordination and cooperation with others shall be included in the amount bid for the various items of work and no separate payment shall be made therefore.

## HAZARDOUS MATERIAL

This project may require excavations extend deeper than four (4) feet below the surface. Please see Section 7-14.2 of the Specifications for requirements for such excavations.

## SOURCE OF CONSTRUCTION WATER AND USAGE

Furnishing and applying water shall conform to the requirements of Subsections 5-13 "*Electric and Water Service*" and 10-1 "*Dust Control*" of the Standard Specifications, except references therein to the provision of water by the City to the Contractor at no cost.

Water for this project may be obtained by the Contractor from a City approved source at locations determined by the City Engineer. The Contractor shall furnish all necessary equipment to load and transport water to the job site. If the City-approved source is a point on the City municipal water supply, the Contractor shall obtain and use a construction water meter from the City Public Utilities Department Corporation Yard Office at 711 West Cinnamon Drive, Lemoore CA, for the duration of the project. The Contractor shall be responsible to pay all fees and charges related thereto, including charges for all water used, all as determined by the Public Utilities Department. The Contractor will be held responsible for the proper use of water facilities and be subject to applicable penalties for misuse. Any connection to the City Municipal Water System shall have an approved backflow prevention device. At the conclusion of the project, if any fees or charges for water obtained from the City have not been paid, the amount owed will be deducted from payments due the contractor.

Should the Contractor obtain water from other sources, he shall make his own arrangements, obtain all necessary permits, and pay all fees and charges. The source of water proposed for use by the Contractor shall be approved by the Engineer in advance, and shall be chemically and biologically appropriate for the uses intended.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary and involved in developing a water supply, furnishing, transporting, and applying water, and paying all fees and charges related thereto, shall be considered as included in the prices paid for the various contract items of work, and no separate payment will be made.

#### TWO-YEAR GUARANTEE

In addition to guarantees and warranties required elsewhere in the Contract Documents, the Contractor shall and hereby does guarantee all Work for a period of two years after completion of the Work and shall repair or remove and replace any and all such Work, together with any other Work which may be displaced in so doing, that is found to be defective in workmanship and/or materials within the two-year period, without expenses whatsoever to the Owner, ordinary wear and tear and unusual abuse or neglect excepted. In the event of failure to comply with the above-mentioned conditions within a week after being notified in writing, the Owner is hereby authorized to proceed to have the defects remedied and made good at the expense of the Contractor who hereby agrees to pay the cost and charges therefor immediately on demand. Such action by the owner will not relieve the Contractor of the guarantee required by this article or elsewhere in the contract document.

If, in the opinion of the Owner, defective work creates a dangerous condition or requires immediate correction or attention to prevent interruption of operations of the Owner, the Owner will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the Owner's request for correction within a reasonable time as determined by the Owner, the Owner may, notwithstanding the provisions of this article, proceed to make such correction or provide such attention; and the costs of such correction or attention shall be charged against the Contractor. Such action by the Owner will not relieve the Contractor of the guarantees required by this article or elsewhere in the contract documents.

This article does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer or supplier gives a guarantee for a longer period, or limit the statutory time for the Owner to file an action related to patent or latent deficiencies. The Contractor agrees that its two-year guarantee applies to its work in addition to any guarantee from a manufacturer or supplier; and the Contractor shall furnish the Owner all appropriate guarantee or warranty certificates upon completion of the project. No guarantee period whether provided for in this article or elsewhere shall in any way limit the liability of Contractor or his sureties or insurers under the indemnity or insurance provisions of the General Provisions.

#### COST REDUCTION INCENTIVE

The Contractor may submit to the City Engineer, in writing, proposals for modifying the plans, specifications, or other requirements of the contract for the sole purpose of reducing the cost of construction, pursuant to Section 5-24 of the Specifications.

#### CLOSING-OUT THE PROJECT

All contract work shall be finished in all parts and meet all requirements including all corrective and punch-list work in reference with the City Standard Specifications Subsection 1-8 "*Completion.*" Closeout of the Contract shall conform with the Contract Documents, including but not limited to Section 9 of the Specifications.

#### **Statement of Completion**

The Contractor shall submit a written notice to the City Inspector indicating the construction has been completed in accordance with the Contract and requesting the City for a final walkthrough and inspection. After the inspection, the contract will be temporarily suspended for no more than five (5) working days for the City to generate a punch list. The Contractor shall resume with the construction within three (3) working days after receipt of a City's punch list. When Contractor performs the punch list and all other required Work and believes it is complete, it shall again request an inspection by the City, which shall issue another punch list if not complete. The Work shall not be complete until inspection indicates that all of the punch list and other required Work has been performed.

**Final Payment Application**

The Contractor may submit his final payment application to the City after inspection indicates that all of the punch list and other required Work has been satisfactorily performed. Inspector along with his written statement of completion. The Contractor's final invoice shall cover the payment in full as stated in the Contract including all adjustments to the quantities of bid items, additional compensation, and/or deduction previously approved through the contract change orders.

**As-Built Record**

The Contractor shall keep an accurate record of horizontal alignment, type, or location of improvements on the approved plans by neatly marking the changes on a set of construction plans. Said plans shall be submitted to the City for review prior to project acceptance and shall become the property of the City if approved. As-built plans shall be in good condition, free of tatters, soil marks, etc., when submitted for City review.

In the event the Contractor provided his own surveying to set vertical control and grade, then any changes to vertical elevations of improvements shall also be marked on the plans. The Contractor's surveyor shall provide a certificate stating that the improvements are installed at the lines and grades indicated on the approved "AS-BUILT" construction plans and all changes are properly recorded.

Full compensation for keeping this "as-built record" shall be included in the amount bid for mobilization, and no separate payment will be made therefore.

**SECTION 97 - SPECIAL REQUIREMENTS**

Not Applicable

## SECTION 98 - SPECIAL TECHNICAL PROVISIONS

### ASPHALT CONCRETE PAVING

In reference to the City Standard Specifications, Section 39 "Asphalt Concrete Pavement, Dikes". Asphalt binder shall be paving asphalt as specified on the Construction Plans. The aggregate shall conform to the grading specified for the high-stability mix shown below. The amount of asphalt binder to be mixed with the mineral aggregate shall be between three and one-half (3.5) percent and seven (7) percent, by weight, of the dry mineral aggregate. The Engineer must approve the exact amount of asphalt binder.

For each asphalt concrete mix that is proposed for use, the Contractor shall submit a plot of the gradation on a Federal Highway Administration 0.45 power gradation chart. The proposed aggregate gradation shall be free of any "sand hump." "Sand hump" shall be defined as a hump in the grading curve on the No. 8 and/or the No. 30 sieve lines that is 3-percent or more above a straight line drawn from the origin of a 0.45 power gradation chart to the point at which the gradation line crosses the No. 4 sieve.

#### Spreading

When placing asphalt concrete, the paving asphalt shall not show any visible evidence of stripping from the mineral aggregate within the mix from any applied water. If the asphalt concrete shows evidence of such stripping, the asphalt concrete will be immediately rejected and will not be paid for. No further use of such asphalt concrete will be allowed until the stripping is eliminated.

The Contractor shall not pave across intersections until the breakdown roller is available for immediate use, unless otherwise permitted by the Engineer.

For asphalt concrete layers thicker than 0.15 foot, the Contractor shall schedule his paving operations such that each layer of asphalt concrete is placed on all continuous lanes of a traveled way each work shift. Additional asphalt shall be placed along the traverse edge at the end of each lane, hand raked, and compacted to form temporary conforms. Kraft paper, or other approved bond breaker, may be placed under the conform tapers to facilitate the removal of the taper when paving operations resume.

Ski-type devices, with a minimum length of 30 feet, shall be used to provide a reference for the grade sensor. See the Caltrans Standard Specifications Subsection 39-2.01C(2) "Spreading and Compacting Equipment" and Subsection 39-2.01C "Construction" for additional information of spreading asphalt concrete.

#### Compacting

Reference is made to the Caltrans Standard Specifications Subsection 39-2.01C(15) "Compacting". Asphalt concrete shall be compacted to 95% relative compaction and verified by testing method with a nuclear gauge. Other destruction or non-destruction methods may be adopted as the testing method for assurance of compaction at the discretion of the City.

#### Final-lift Paving

Unless approved by the Engineer, the Contractor shall install the final/top-lift paving within five (5) working days of the installation of the first-lift or bottom-lift. The Contractor shall provide a two-year extended warranty for the asphalt concrete paving in full depth if he fails in applying the final/top-lift within the allowable time.

#### Compacting Small Areas

At locations where miscellaneous areas are to be surfaced in accordance with the provisions in Section 39-7.01 of the State Standard Specifications, and where the width of the asphalt concrete pavement is less than eight feet (8'), or the total thickness of asphalt concrete to be placed is less than 0.01 foot, the required minimum rolling equipment specified in Section 39-5.02 of the State Standard Specifications may be reduced to one 8-ton, 2-axle tandem roller for each 100 tons or fraction thereof of asphalt concrete placed per hour by each asphalt paver. Areas which are inaccessible to such a roller shall be thoroughly compacted to the lines, grades, and cross-sections

shown on the Plans, by means of pneumatic tampers or other methods, which will produce the same degree of compaction.

### **Grade Control**

Asphalt concrete shall be finished to a smooth surface free of wrinkles, ruts, humps, depressions, and other irregularities. When a straight-edge 12 feet long is laid on the finished surface parallel to the centerline, the surface shall not vary from the edge by more than 0.01 feet. The transverse slope of the finished surface shall be uniform to the degree that no depressions greater than 0.02 feet are present when tested with a 12-foot straight-edge laid transverse to the centerline.

### **Finishing Roadway**

Finishing Roadway shall conform to the requirements of Section 22 of the State Standard Specifications, and shall include transitions between pavement and bituminous surfaces at cross streets and alleys. The finished edge of the paving shall be flush with, or up to one-quarter inch (1/4") above the gutter lip.

### **Fog Seal**

In general fog seal shall not be applied to new asphalt concrete surfaces, unless specifically directed by City's Representative, or shown on the plans.

When called for, fog seal shall be applied between 15 and thirty calendar days after placement of the asphalt concrete surface lift.

Material shall conform to the requirements of Section 37-1.01 of the State Standard Specifications, and shall be mixed as one part SS-1 asphaltic emulsion, and one part City of Lemoore Page 17 Standard Specifications October, 2003 added water. The mixture shall be applied to the pavement at a rate of 0.10 gallon per square yard.

SS-1 asphaltic emulsion shall conform to the requirements of Section 94 of the State Standard Specifications. Emulsion shall be homogeneous after thorough mixing.

Fog seal shall be applied by distributor spreader bar, at a temperature of 110° to 130° F. Asphaltic emulsion shall not be allowed to cool below 40° F at any time.

## **COLD PLANING ASPHALT CONCRETE PAVEMENT**

Cold planing asphalt concrete pavement shall conform to the provisions of Subsection 42-3, "Grinding", of the Caltrans Standard Specifications, and these Special Provisions.

Existing asphalt concrete shall be planed at the locations and to the dimensions shown on the plans and in accordance with these special provisions. Planing asphalt concrete pavement shall be performed by cold planing and shall be operated so as not to produce fumes or smoke.

Any water valve boxes or manhole covers shall be lowered below the grading plane prior to commencing grinding operations.

Planed widths of pavement shall be continuous except for intersections at cross streets where the planing shall be carried around the corners and through the conform lines. The outside lines of the planed area shall be neat, vertical and uniform. The road surfacing to remain in place shall not be damaged in any way. The depth, width and shape of the cut shall be as indicated on the typical cross-sections or as directed by the Engineer. The final cut shall result in a uniform surface conforming to the typical cross sections.

The material planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way, shall be immediately removed from the site and transported to an appropriate off-site disposal facility at the Contractor's expense. If the City is receiving such materials at the time, the Contractor may transport the materials to city-owned locations and stockpile them. The removal crew shall follow within 50 feet of the planer, unless otherwise directed by the Engineer.

Where transverse joints are planed in the pavement at conform lines, no drop-off shall remain between the existing pavement and the planed area when the pavement is opened to public traffic.

If asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened to public traffic, a temporary asphalt concrete taper shall be constructed. 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 planed area. Temporary tapers shall remain in place no longer than 7 days.

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

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## SECTION 99 - DESCRIPTION OF BID ITEMS

The unit price or lump-sum bid per unit measure of work for each of the Bid Items described below shall include all costs of labor, equipment, materials, and incidentals necessary for the furnishing and construction of the contract items, complete in place and operating, in accordance with the Contract Documents.

### BID ITEM 1 – MOBILIZATION, DEMOBILIZATION & TRAFFIC CONTROL

This item is bid on a per-day basis and shall include compensation for the movement of personnel, equipment, supplies, and incidentals to the project site, as well as all costs of insurance, duplication of the construction documents for the Contractor and his subcontractors, and preparation of as-built drawings. Payments for Mobilization will be made with regular progress payments as specified in the City Standard Specifications Subsections 9-6 “Partial (“Progress”) Payments and Retentions” and 9-10 “Final Progress Payment”.

#### **Pedestrian and Traffic Control Plan**

Reference is made to these special provisions and City Standard Specifications, Section 7 “*Legal Relations and Responsibility*”. The Contractor shall estimate all costs required to comply with the traffic control requirements.

Traffic control shall conform to the provisions of Subsections 7-17 “*Public Convenience*” and 7-18 “*Public Safety*” of the Standard Specifications, these Special Provisions, the Caltrans Traffic Manual, Chapter 5, “*Manual of Traffic Controls for Construction and Maintenance Work Zones*”, the California 2014 “*Manual on Uniform Traffic Control Devices*” (MUTCD) and the California Supplement thereto, Part 6, “*Temporary Traffic Control*”.

Compliance with the requirements of the manual shall be considered a minimum requirement. The Contractor shall provide additional safety devices to ensure a safe condition and coordination with all existing traffic control in place. An approved traffic control plan is required before construction begins. The traffic control plan shall incorporate the restrictions below.

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

The Contractor shall always provide temporary safe pedestrian passageways and ADA access around a construction site. The Contractor shall provide complete pedestrian paths of travel in accordance with the California 2014 MUTCD, ADA Standards, CBC, and DSA-AC Reference Manual. The Contractor shall pay the City One Hundred Dollars (\$100) per Calendar Day for each location where the Contractor fails to provide a complete pedestrian path of travel. Said payment shall be deducted from the Contract amount.

The Contractor shall protect the construction area from the public. Open trench or trenches shall not be more than a total of 200 feet in length after working hours. Prior to completion of work each day, the Contractor shall backfill and provide temporary trench resurfacing before leaving the site.

#### **Road Closures and Traffic Detour**

The Contractor shall be responsible for the design, construction, and removal of traffic detour(s) and related traffic control for the construction of the facilities under this Contract. The City has established acceptable guidelines for traffic interruptions on the roadways being crossed. The Contractor shall submit to the City, for approval by the Engineer, detailed drawings indicating the proposed detour facilities to be constructed in accordance with Subsection 7-17 “Public Convenience” of the Standard Specifications. Traffic detour(s) shall be designed in accordance with the 2014 California MUTCD. No work shall begin on the construction of the traffic detour until written approval has been granted by the Engineer. The Contractor shall always comply with the following traffic requirements.

All detours or road closures shall be announced to the public by the Contractor by use of programmable electronic sign message boards secured by the Contractor. The message boards must be in place for a minimum of seven (7) days prior to the placement of any detour or road closure and shall be maintained for the life of the detour(s). One message board shall be in place for each direction of traffic flow.

Full compensation for *Pedestrian and Traffic Control Plan, & Traffic Control* shall be included in the bid, and no separate payment will be made therefor. Payment will be made at the contract price, which shall be full compensation for the work as described herein, full in place, including all labor, materials, tools, equipment, and incidentals.

## BID ITEM 2 – REMOVAL & REPLACEMENT OF ASPHALT PATCH AREAS

### **Earthwork, Grading, and Compaction of Patch Areas**

This is a square-foot bid for asphalt saw cutting, asphalt removal, grinding, excavation, earthwork, grading, and compaction for the project. The work shall be completed in accordance with the Caltrans Standard Specifications, Section 19 "Earthwork". Grading will be accomplished to match existing grades after clearing and grubbing and will include all earthwork, excavation, and grading required to achieve the required grades and cross-sections per existing conditions.

**The estimated removed and replacement quantity is indicated in the bid schedule, which is a theoretical estimate of in-place cut-and-fill material for the earthwork and includes any additional excavation required for the removal and disposal of unstable or unsuitable subgrade material and the replacement of acceptable fill material in accordance with the Standard Specifications, Subsection 19-2.07 "Subgrade Preparation, Compaction," or as directed by the Engineer. Actual quantities may vary from the theoretical. The quantity is provided to estimate the work involved, and the Contractor shall make his own investigations to satisfy himself as to the extent of the labor, equipment, and materials required to complete the excavation and fill to the lines and grades indicated on the Plans.**

Full compensation for *this bid item* shall be included in the bid which shall include furnishing all labor, materials, tools, equipment, and incidentals for performing the above-described work to the lines and grades established on the Plans and no separate payment will be made, therefore. Payment will be made at the contract price, which shall be full compensation for the work as described herein, complete in place, including all labor, materials, tools, equipment, and incidentals.

### **Furnish and Place HMA (1/2" and 3/4" HMA)**

This is a unit price bid per square foot basis in accordance with the provisions of the City Standard Specifications Section 5 "*Asphalt Concrete Pavement*", the Caltrans Standard Specifications Section 39 "*Asphalt Concrete*", and the Technical Provisions herein.

This item consists of furnishing and placing asphalt concrete, including Tack Coat, at the specified thickness per the City Standards (Reference STD No. 1 for each street classification) and at the specified locations provided by the City, complete and in place. The limits, lengths, widths, and thickness of spread for each project shall be determined from the list generated by the City, specifications, and applicable City Standard Drawings as set forth in these Special Provisions.

Full compensation for *Furnish and Place HMA (1/2" and 3/4" HMA) Removal & Replacement of Asphalt Patch Areas* shall be included in the bid and no separate payment will be made therefor. Payment will be made at the contract price, which shall be full compensation for the work as described herein, full in place, including all labor, materials, tools, equipment, and incidentals.

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**APPENDIX I**

**AGREEMENT**

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## AGREEMENT (CIVIL PROJECT)

This agreement ("Agreement") is made at the City of Lemoore California, by and between insert name of Contractor, hereinafter called the "Contractor," and the City of Lemoore, hereinafter called the "City" or "Owner."

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

**ARTICLE I. SCOPE OF WORK.** The Contractor agrees to furnish all labor and materials, including tools, implements and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, materialmen, subcontractors, artisans, machinists, teamsters, draymen and laborers required for On Call Concrete Paving ("Project") as described in the Scope of Work in the Contract Documents.

**TERM OF AGREEMENT.** The term of this Agreement shall be for a period of **one (1) year**, commencing on \_\_\_\_\_ and terminating on \_\_\_\_\_, unless earlier terminated in accordance with the provisions of this Agreement.

The City shall have the **option, at its sole discretion**, to extend the Agreement for up to **two (2) additional one-year periods**, on the same terms and conditions, subject to mutual written agreement and City Council approval, if required.

In no event shall the total term of the Agreement, including any extensions, exceed **three (3) years**.

**RELATIONSHIP OF PARTIES.** Contractor, its subcontractors, and their respective officers, associates, agents, volunteers and employees acting to perform the services under this Agreement shall act as independent contractors and not as officers, employees, or agents of the Owner for any purpose. Contractor is engaged in an independently established trade, occupation, or business to perform the services required by this Agreement and is hereby retained to perform work that is outside the usual course of Owner's business. Contractor is free from the control and direction of Owner in connection with the manner of performance of the work. Nothing contained in this Agreement shall be deemed to create any contractual relationship between Owner and Contractor's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Contractor's employees or subcontractors, any claim or right of action against Owner. Contractor shall have no authority, express or implied, to bind Owner to any obligation whatsoever.

**ARTICLE II. CONTRACT; CONTRACT DOCUMENTS.** The Contract, which may also be referred to as the Contract Documents, consists of those documents related to the Project as specified in the Owner's Standard Specifications §1-9. If there is a conflict between the Contract Documents, it shall be resolved pursuant to Standard Specifications §4-2.

**ARTICLE III. PAYMENT.** The Owner agrees to pay the Contractor for the work perform of the areas requested by the City.

This price may be based, in part or in whole, upon the estimated quantities of materials to be used as set forth in the Contractor's Bid Proposal; and upon Completion of the Project, the final contract price shall be revised, if necessary, to reflect the true quantities used at the stated unit price thereof as contained in the Contractor's Bid Proposal hereto attached.

**ARTICLE IV. PROGRESS OF THE WORK.** The Contractor shall begin the Work, and shall complete the Work, as required

by the Contract Documents, including but not limited to Specifications Section 96-04.

**ARTICLE V. TERMINATION.** Owner may terminate or suspend this Agreement as permitted in the Contract Documents.

**ARTICLE VI. INDEMNITY AND INSURANCE.** Contractor shall indemnify and hold harmless and covered as additional insured Owner and its officers, officials, employees, and agents as required below and in the Contract Documents, and shall provide insurance as follows:

### A. Insurance Requirements For Contractors

With construction risks, Contractor shall, at its sole cost and expense, procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

### B. Minimum Scope of Insurance

In addition to the requirements of the Standard Specifications and other contract documents, coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

### C. Minimum Limits of Insurance

In addition to the requirements of the Standard Specifications and other contract documents, Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.

### D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### E. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Owner, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects:

liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees, agents or volunteers.

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Owner, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Owner, its officers, officials, employees, agents or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) calendar days' prior written notice by certified mail, return receipt requested, has been given to the Owner.
6. During the course of the Contract, the Contractor is responsible for all damages, theft, or other losses in regards to materials, supplies or equipment to be used in the work.
7. The Contractor shall furnish a Builder's/Contractor's Risk policy in an amount sufficient to cover all damages, theft, or loss of materials, supplies or equipment to be used in the work. The policy shall name the City as also insured.
8. The contractor shall name the City as "Additional Insureds" for Completed Operations for a period of not less than ten (10) years.

#### **F. Acceptability of Insurers**

Insurance is to be placed with insurers acceptable to the City.

#### **G. Verification of Coverage**

Contractor shall furnish the Owner with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the Owner before work commences. The Contractor's insurer shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

#### **H. Subcontractors**

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

**ARTICLE VII. WARRANTY.** Contractor warrants and guarantees the Work as detailed in the Contract Documents, including but not limited to Specification sections 3-5, 5-23, 6-10, 7-23, and 96-30.

**ARTICLE VIII. ENTIRE AGREEMENT.** The Contract constitutes the entire agreement between the parties relating to the Project, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Project to Contractor, unless such

agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

**ARTICLE IX. EXECUTION OF OTHER DOCUMENTS.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

**ARTICLE X. EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

**ARTICLE XI. BINDING EFFECT.** Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

**ARTICLE XII. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM.** If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Kings, subject to transfer of venue under applicable State law.

**ARTICLE XIII. AMENDMENTS.** The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the City Council.

**ARTICLE XIV. ASSIGNMENT OF CONTRACT.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond, and the Owner.

**ARTICLE XV. WRITTEN NOTICE.** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

IN WITNESS WHEREOF, they have executed this Agreement the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR

CITY OF \_\_\_\_\_

\_\_\_\_\_  
[Contractor]  
Company

By \_\_\_\_\_  
City Manager,

By \_\_\_\_\_  
Representative

By \_\_\_\_\_  
City Clerk,

DRAFT

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