CITY OF AUBURN

Department of Public Works

CONTRACT DOCUMENTS

FOR

2022 STREET OVERLAY PROJECT – AUBURN FOLSOM RD, BROOK RD & MARVIN WAY, ROBIE DRIVE.

BID OPENING –10th Day of May, 2022 at 2:00 p.m.

Mayor:	Sandy Amara
Council Members:	Alice Dowdin Calvillo
	Daniel Berlant
	Rachel Radell-Harris
	Matt Spokely
City Manager:	John Donlevy
Public Works Manager:	Mengil A Deane

Public Works Bidding Package, approved for use 1/1/2015
124954.4

CITY OF AUBURN
STATE OF CALIFORNIA

2022 STREET OVERLAY PROJECT - AUBURN FOLSOM RD, BROOK RD & MARVIN WAY, ROBIE DRIVE.

The special provisions contained herein have been prepared by or under the direction of the following Registered Professional Civil Engineer:

Alan Mitchell, P.E.
City Engineer

TABLE OF CONTENTS

2022 STREET OVERLAY PROJECT – AUBURN FOLSOM RD, BROOK RD & MARVIN WAY, ROBIE DRIVE
IN THE CITY OF AUBURN, CALIFORNIA

SECTION

NOTICE INVITING SEALED BIDS ..... A
INSTRUCTIONS TO BIDDERS ..... B
PROPOSAL INFORMATION AND DOCUMENTS C
CONTRACT INFORMATION AND DOCUMENTS ..... D
STANDARD SPECIFICATIONS ..... E
SPECIAL PROVISIONS - 700 SERIES ..... F

APPENDIX 1:

2022 Street Overlay Project Limits – AUBURN FOLSOM RD, BROOK RD & MARVIN WAY, ROBIE DRIVE.

D1 – Type 'A' Planing

D2 – Type 'B' Planing

D3 – Typical Section

SECTION A

2022 STREET OVERLAY PROJECT – AUBURN FOLSOM RD, BROOK RD & MARVIN WAY, ROBIE DRIVE.
IN THE CITY OF AUBURN, CALIFORNIA

NOTICE INVITING SEALED BIDS

NOTICE INVITING SEALED BIDS
2022 STREET OVERLAY PROJECT – AUBURN FOLSOM RD, BROOK RD & MARVIN WAY, ROBIE DRIVE.
IN THE CITY OF AUBURN, CALIFORNIA

A1.01 NOTICE INVITING SEALED BIDS

PUBLIC NOTICE IS HEREBY GIVEN that the City of Auburn as AGENCY, **invites sealed bids for the above stated project and will receive such bids in the office of the City Clerk, 1225 Lincoln Way, Room 9, Auburn, CA 95603 up to the hour of 2:00 p.m., on the 10th day of May, 2022, at which time bids will be opened** in the Auburn City Hall Council Chambers. No phones are available at the City offices for use by the bidders. The clock in the City Clerk's Office will be the final determination of the time. Late submittals will be returned to bidder unopened.

A1.02 BID OPENING

The bids will be publicly opened and read at 2:00 p.m. on the 10st day of May, 2022, in the Auburn City Hall Council Chambers.

A1.03 DESCRIPTION OF PROJECT

The 2022 STREET OVERLAY PROJECT – AUBURN FOLSOM RD, BROOK RD & MARVIN WAY, ROBIE DRIVE. consists of a 2-inch asphalt concrete overlay with Bonifiber except Robie Drive which will consist of a 3-inch asphalt concrete overlay with Bonifiber on the following streets within the City of Auburn:

1. **AUBURN FOLSOM ROAD – Between south City limits and Sunrise Ridge Cir.**
2. **AUBURN FOLSOM ROAD – Between Herdal Dr. and Maidu Dr.**
3. **AUBURN FOLSOM ROAD – The intersection of Lincoln Way and Maple St.**
4. **MARVIN WAY – Between Lubeck Rd. and Brook Rd.**
5. **BROOK ROAD – Between Marvin Way and Virginia St.**
6. **ROBIE DRIVE – Eastern most City Limits and 1000 feet to the west**

Additional work may include, but is not limited to over-excavation is areas of poor structural sections, planing of existing asphalt concrete along gutters and intersections, adjusting manholes and valve boxes, and other utilities to grade, pavement restriping and traffic control.

The Agency's estimated cost of the improvements is **$ 986,097.73.**

A1.04 OBTAINING CONTRACT DOCUMENTS

Contract documents are available for downloading free of charge through the Virtual Project Manager services of CIPlist.com. You must sign up to use this service which will automatically inform you of updates and amendments. Plans and specifications are available for download at http://www.ciplist.com/plans/. Sign up or sign in to download the project documents including bidder's list etc. Hard copies are not available from the City.

A1.05 CONTRACTOR LICENSE

In accordance with the provisions of California Public Contract Code § 3300, and Business and Professions Code § 7028.15(e), the Agency has determined that the contractor shall posse a valid Class A General Engineering Contractor's license at the time that the contract is awarded. Failure to possess the specified license shall render a bidder's bid as non-responsive and shall bar award of the contract to any bidder not possessing the specified license at the time of the award.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CA 95826. At the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material shall not be made unless and until the Registrar of Contractors verifies to the Agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractors' State Board. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder. (Public Contract Code § 20103.5)

CONTRACTORS AND SUBCONTRACTORS ARE ALSO REQUIRED TO BE REGISTERED WITH THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS FOR ANY BID PROPOSAL SUBMITTED ON OR AFTER MARCH 1, 2015, AND FOR ANY CONTRACT FOR PUBLIC WORK ENTERED INTO ON OR AFTER APRIL 1, 2015. A contractor or subcontractor shall not be qualified to bid on, be listed on a bid proposal for, or perform any public work contract unless it is currently registered with the California Department of Industrial Relations as described in Labor Code § 1725.5.

A1.06 SUBMISSION OF BIDS

Bids must be prepared on the approved bid forms in conformance with INSTRUCTIONS TO BIDDERS and submitted in the envelopes provided, sealed and plainly marked on the outside:

"SEALED BID FOR THE CITY OF AUBURN
2022 STREET OVERLAY PROJECT – AUBURN FOLSOM RD, BROOK RD & MARVIN WAY, ROBIE DRIVE.
CITY OF AUBURN PUBLIC WORKS DEPARTMENT
DO NOT OPEN WITH REGULAR MAIL"

A1.07 PRE-BID CONFERENCE

A **There will be no Pre-Bid meeting,** Prior to submittal of the bid, Bidders must visit the site of work and complete their own investigations to satisfy themselves as to the existing conditions affecting the work to be done under these specifications.

A1.08 BID BONDS

The bid must be accompanied by a bid guarantee in the amount of 10% of the total bid by 2:00 p.m. ON THE DATE ADVERTISED FOR THE OPENING OF BIDS.

More specifically, pursuant to Public Contract Code §§ 20170 and 20171, all bids for the project shall be presented, under sealed cover and shall be accompanied by one of the following forms of bidder's security in the amount of ten percent (10%) of the bid: (a) cash; (b) a cashier's check made payable to the City of Auburn; (c) a certified check made payable to the City of Auburn; or (d) a bidder's bond executed by an admitted surety insurer made payable to the City of Auburn. Such security shall be forfeited should the successful bidder to whom the contract is awarded fails to timely execute the contract and to deliver the necessary bonds and insurance certificates as specified in the contract documents.

To the extent applicable, at any time during the term of the Agreement for the proposed project, the successful bidder may, at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

B1.18 REJECTION OF PROPOSALS

The Agency reserves the right to reject any and all proposals, to waive any irregularity, and to reject any proposals which are incomplete, obscure or irregular; any proposals which omit a bid on any one or more items on which bids are required; which omit unit prices if unit prices are required; in which unit prices are unbalanced in the opinion of the Agency; which are accompanied by insufficient or irregular bid security; or which are from bidders who have previously failed to perform properly or to timely complete contracts of any nature.

B1.19 AWARD OF CONTRACT

The Contract will be awarded, if at all, to the lowest responsible and responsive bidder, whose bid proposal is not rejected for cause by the Agency. However, until an award is made, the Agency reserves right will be reserved to reject any or all bids, and to waive technical errors or discrepancies, if to do so is deemed to best serve the interests of the Agency. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom it is proposed to make such an award. Each bidder's attention is directed to the possibility that the award of the project may be delayed for various reasons. The Agency reserves the right to delay the award of the project for 45 calendar days. After 45 calendar days, the low bidder may at any time request release from its bid without penalty.

The acceptance of a proposal will be evidenced by a Notice of Award of Contract in writing, delivered by mail to the bidder whose proposal is accepted. No other act of the Agency shall constitute acceptance of a proposal. The award of contract shall obligate the bidder whose proposal is accepted to furnish a performance bond, payment bond and maintenance bond, as well as evidence of insurance and to execute the contract set forth herein.

The 2022 STREET OVERLAY PROJECT – AUBURN FOLSOM RD, BROOK RD & MARVIN WAY, ROBIE DRIVE. will be awarded based on the lowest responsive, responsible base bid and combination of alternatives as it best serves the City of Auburn.

The City shall also reserve the right to modify the quantities included in the Bid Schedule to maximize the project scope based on funding availability.

B1.20 RETURN OF PROPOSAL GUARANTEES

Within ten (10) calendar days after the bids are opened, the Agency will release the proposal guarantees accompanying the proposals which are not to be considered in making the award. Proposal guarantees for the two lowest bidders will be held until the contract has been fully executed, after which they will be returned to the respective bidders.

B2.21 EXECUTION OF CONTRACT

The contract agreement shall be executed in duplicate by the successful bidder and returned, together with the contract bonds and evidence of insurance, within ten (10) calendar days after the notification of the contract award by the Agency in writing. In case of failure of the successful bidder to execute the contract agreement within ten (10) calendar days after such notice, or any subsequent extension approved by Agency, the Agency at its option may consider the bidder in default, in which case the bid bond or proposal guarantee accompanying the bid shall become the property of the Agency. After execution by the Agency, one original contract shall be returned to the Contractor.

B1.22 FLEXIBILITY OF BID SCHEDULE

It is the intent of the Agency to award a contract to the lowest responsible and responsive bidder and the flexibility shown in the bid schedule is necessary to ensure a project within the Agency's budget limits and constraints.

SECTION C

2022 STREET OVERLAY PROJECT – AUBURN FOLSOM RD, BROOK RD & MARVIN WAY, ROBIE DRIVE.
IN THE CITY OF AUBURN, CALIFORNIA

PROPOSAL INFORMATION AND DOCUMENTS

BID PROPOSAL
BID SCHEDULE
BID BOND
BID GUARANTEE
BIDDER INFORMATION
EXPERIENCE STATEMENT
DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS
NON-COLLUSION AFFIDAVIT

BID PROPOSAL

2022 STREET OVERLAY PROJECT – AUBURN FOLSOM RD, BROOK RD & MARVIN WAY, ROBIE DRIVE.
IN THE CITY OF AUBURN, CALIFORNIA

The undersigned, as bidder, declares that he/she has examined all of the contract documents and specifications contained in this project manual for the above referenced project, and that he/she will contract with the Agency on the form of contract provided herewith to do everything necessary for the fulfillment of this contract at the price, and on the terms and conditions therein contained.

The following are included and are to be considered as forming a part of this proposal: **BID PROPOSAL, BID SCHEDULE, BID BOND, NONCOLLUSION AFFIDAVIT, BID GUARANTEE** (if submitted in lieu of Bid Bond), **BIDDER INFORMATION, EXPERIENCE STATEMENT, DESIGNATION OF SUPPLIERS & SUBCONTRACTORS, BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE**, and **STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS.**

Contractor acknowledges receipt and inclusion of addenda _____ to _____ into this bid proposal and the contract documents.

Attached is a Bid Bond duly completed by a guarantee company authorized to carry on business in the State of California in the amount of at least 10% of the total amount of this proposal, or alternatively, there is attached a certified or cashier's check payable to the Agency or evidence of a cash payment to the Agency, in the amount of at least 10% of the total amount of our proposal.

If this proposal is accepted, we agree to sign the contract form and to furnish the Performance Bond and the Payment Bond (each to be 100% of the bid amount), the Maintenance Bond (to be 50% of the bid amount), and the required evidences of insurance within ten (10) calendar days after receiving written Notice of Award of Contract.

We further agree if our proposal is accepted and a contract for the performance of the work is entered into with the Agency, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time stipulated in **SECTION E - TIME OF COMPLETION**.

NAME OF BIDDER:

MAILING ADDRESS:

STATE OF INCORPORATION:

AUTHORIZED SIGNATURE:

TITLE:

DATE:

(If Company is a Corporation, provide corporate resolution per **B 1.06 PROPOSAL.**)

BID SCHEDULE

2022 STREET OVERLAY PROJECT – AUBURN FOLSOM RD, BROOK RD & MARVIN WAY, ROBIE DRIVE.
IN THE CITY OF AUBURN, CALIFORNIA

The cost of all labor, services, material, equipment, and installation necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein. For a description of the work associated with each bid item, see **SECTION E–SPECIAL PROVISIONS**. The Agency reserves the right to increase or decrease the quantity of any item or omit items as may be necessary and the same shall in no way affect or void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price in accordance with these Contract Documents.

The Agency reserves the right to reject any and all bids, to waive any informality in a bid, and to make awards in the interest of the Agency.

The Contractor shall perform an independent take-off of the plans and bid accordingly. Quantities listed in this Bid Schedule are intended only as a guide for the Contractor as to the anticipated order of magnitude of work. The Contractor shall be responsible for verifying all estimated quantities. The Contractor will be reimbursed for the quantity of items actually installed as required by the Contract Documents, including addenda, and shown on the plans to neat line and grade.

The Contractor will not be reimbursed for work performed for his convenience, or as required to adapt to field conditions, or for unauthorized work performed outside of that required by the Contract Documents.

The Contractor shall be responsible for calculating and providing totals for the bid schedule. The proposal schedule shall include all costs for labor, services, material, equipment, and installation associated with completing the work in place per the plans, specifications and details.

Wherever in this proposal an amount is stated in both words and figures, in case of discrepancy, the words shall prevail; if all or any portions of the proposal is required to be given in unit prices and totals and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail.

NAME OF BIDDER:_____

CONTRACTOR'S LICENSE NO.:_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

DATE:_____

BID SCHEDULE (Continued)

2022 STREET OVERLAY PROJECT – AUBURN FOLSOM RD, BROOK RD & MARVIN WAY, & ROBIE DRIVE.
IN THE CITY OF AUBURN, CALIFORNIA

Schedule A (BASE BID)		Engineer's Estimate			
No.	***Item Description***	***Quantity***	***Unit***	***Unit Price***	***Item Amount***
A-1	Adjust Manhole to Grade	15	EA		
A-2	Adjust Water Valve to Grade	36	EA		
A-3	Adjust PG&E Gas Valve to Grade	4	EA		
A-4	Adjust AT&T Manhole to Grade	5	EA		
A-5	PG&E Vault 5' x4' - Grind and Feather	0	EA		
A-6	Adjust Placer County Manhole (SMD1) to Grade	0	EA		
A-7	Adjust Monitoring Well (8-Inch Diameter)	0	EA		
A-8	Adjust Survey Monument to Grade	0	EA		
A-9	Adjust Utility (CP Test G5) to Grade	10	EA		
A-10	Blue Reflectors	16	EA		
A-11	Asphalt Emulsion	0	TON		
A-12	Asphalt Concrete (Type A) with Bonifiber	3,596	TON		
A-13	Shoulder Backing	400	LF		
A-14	Plane Asphalt Concrete - Type A (conform)(Concrete Base)	850	LF		
A-15	Plane Asphalt Concrete - Type B (edge) (Concrete Base)	11,499	LF		
A-16	4" HMA (Type A) Digout	15,024	SF		
A-17	Thermoplastic Traffic Striping: Cross Walks, Stop Bars, Legends, Center Line, Fog Line, Centerline Reflectors	4	LS		
A-18	Traffic Control	5	LS		
A-19	North Bound Lane	0	LF		
A-20	Lane Width	0	LF		
A-21	South Bound Lane	0	LF		
A-22	Lane Width	0	LF		
A-23	Road Surface - Square Footage	0	SF		
A-25	Mobilization	5	LS		
A-26	Cal Trans Case C	1	EA		
A-27	Sewer Cleanout 2' x 3' to Grade	5	EA		
A-28	Water Blowoff 3'x5' to Grade	1	EA		
A-29	Traffic Signal Detection Video (Grid Smart 1 Camera)	1	EA		
A-30	4" Grind & Re-Compact (As necessary)	14,326	SF		
				SUBTOTAL	

Base Bid Schedule A Total (in words): _____

_____

The Contractor shall be responsible for calculating and providing unit prices for the bid schedule. The bid schedule shall include all costs for services, labor, materials, equipment, and installation associated with completing the work in place per the plans, specifications and details.

_____

(Company Name of Bidder) (Date)

The 2022 STREET OVERLAY PROJECT – AUBURN FOLSOM RD, BROOK RD & MARVIN WAY, ROBIE DRIVE. will be awarded based on the lowest responsive, responsible base bid and combination of alternatives as it best serves the City of Auburn.

The City shall also reserve the right to modify the quantities included in the Bid Schedule to maximize the project scope based on funding availability.

BID BOND

2022 STREET OVERLAY PROJECT – AUBURN FOLSOM RD, BROOK RD & MARVIN WAY, ROBIE DRIVE.
IN THE CITY OF AUBURN, CALIFORNIA

KNOW ALL MEN BY THESE PRESENTS that Bidder _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Auburn as AGENCY, in the penal sum of _____ dollars ($_____), which is ten percent (10%) of the total amount bid for BASE BID SCHEDULE A by PRINCIPAL to AGENCY for the above stated project, for the payment of which sum, PRINCIPAL and SURETY agree to be bound, jointly and severally, firmly by these presents.

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas PRINCIPAL is about to submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by PRINCIPAL in the manner and time specified, and PRINCIPAL provides the required payment and performance bonds and insurance coverages to AGENCY, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this____ day of ....., 2022.

PRINCIPAL* .....

_____

_____

_____

SURETY* _____

_____

_____

*Provide BIDDER and SURETY name, address and telephone number and the name, title, address and telephone number for their authorized representatives. Power of Attorney must be attached.

Subscribed and sworn to this..... day of....., 2022.

NOTARY PUBLIC _____ (SEAL)

BID GUARANTEE

2022 STREET OVERLAY PROJECT – AUBURN FOLSOM RD, BROOK RD & MARVIN WAY, ROBIE DRIVE.
IN THE CITY OF AUBURN, CALIFORNIA

Note: The following statement shall be used if other than a bid surety bond accompanies bid.

"Accompanying this proposal is a money order*, certified check*, cashier's check*, payable to the order of the City of Auburn in the amount of _____ Dollars ($_____) which is at least ten percent (10%) of the total amount of this bid for BASE BID SCHEDULE A. The proceeds of this bid guarantee shall become the property of the City of Auburn provided this bid is accepted by said City, through action of its legally constituted contracting authorities, and the undersigned fails to execute a contract and furnish the required bonds and insurance within the stipulated time. Otherwise, the proceeds of this bid guarantee shall be returned to the undersigned."

NAME OF BIDDER: .....

MAILING ADDRESS: .....

.....

.....

AUTHORIZED SIGNATURE: .....

TITLE: .....

DATE: .....

BIDDER INFORMATION

2022 STREET OVERLAY PROJECT – AUBURN FOLSOM RD, BROOK RD & MARVIN WAY, ROBIE DRIVE.
IN THE CITY OF AUBURN, CALIFORNIA

BIDDER certifies that the following information is true and correct:

Name of Bidder: .....

Business Address:.....

Telephone:.....FAX:.....

E-mail: .....

Contractor's License No.:.....Date License Issued:.....

License Expiration Date: .....

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal: (Name / Title / Address / Telephone)

.....

.....

.....

.....

Any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows: (Type of Judgment / Date)

.....

.....

.....

.....

All current and prior DBA's, aliases, and/or fictitious business names for any principal having an interest in this proposal are as follows: (Principal / DBA's / Applicable Dates)

.....

.....

.....

Prior Disqualification

Has your firm ever been disqualified from performing work for any City, County, Public or Private Contracting entity? Yes / No _____. If yes, provide the following information. (If more than once, use separate sheets):

Date: ..... Entity: .....

Location: .....

Reason: .....

Provide Status and any Supplemental Statement: .....

.....

.....

.....

.....

Has your firm been reinstated by this entity? Yes / No .....

Violations of Federal or State Law

A. Has your firm or its officers been assessed any penalties by any agency for noncompliance, violations of Federal or State labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes / No: ..... Federal / State: .....

If "yes", identify and describe, (including status): .....

.....

.....

.....

.....

Have the penalties been paid? Yes / No:_____

B. Does you firm or its officers have any ongoing investigations by any AGENCY regarding violations of the State Labor Code, California Business and Professions Code or State Licensing laws?

Yes / No:..... Codes / Laws: ..... Section / Article: .....

If "yes", identify and describe (including status): .....

.....

.....

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **BIDDER INFORMATION** are true and correct. Executed this _____ day of _____, 2022, at _____, California.

Authorized Representative Signature and Title_____

EXPERIENCE STATEMENT

2022 STREET OVERLAY PROJECT – AUBURN FOLSOM RD, BROOK RD & MARVIN WAY, ROBIE DRIVE. IN THE CITY OF AUBURN, CALIFORNIA

Pursuant to this **BID PROPOSAL** and **QUALIFICATION OF BIDDERS**, the following is a record of the Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this contract. Included in this section should be a complete list of references for similar projects in terms of scope of work, value of work, and time constraints. The Contractor must demonstrate that he/she has experience with this type of project and can manage this project effectively. If necessary, additional numbered pages can be attached to this page. The Contractor must be properly licensed to perform the work in this project as determined by the State Contractor's License Board.

Project Title:_____ Client:_____

Date: _____ Project Value: _____ Contact: _____ Tel #_____

Description: _____

_____

_____

Subject to Federal Labor Standards: Yes No

Project Title:_____ Client:_____

Date: _____ Project Value: _____ Contact: _____ Tel #_____

Description: _____

_____

_____

Subject to Federal Labor Standards: Yes No

EXPERIENCE STATEMENT (Continued)

2022 STREET OVERLAY PROJECT – AUBURN FOLSOM RD, BROOK RD & MARVIN WAY, & ROBIE DRIVE.
IN THE CITY OF AUBURN, CALIFORNIA

Project Title:_____ Client:_____

Date: _____ Project Value: _____ Contact: _____ Tel #_____

Description: _____

_____

_____

Subject to Federal Labor Standards: Yes No

Project Title:_____ Client:_____

Date: _____ Project Value: _____ Contact: _____ Tel #_____

Description: _____

_____

_____

Subject to Federal Labor Standards: Yes No

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **EXPERIENCE STATEMENT** are true and correct. Executed this _____ day of _____, 2022, at _____, California.

_____
Authorized Representative Signature and Title

DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

2022 STREET OVERLAY PROJECT – AUBURN FOLSOM RD, BROOK RD & MARVIN WAY, ROBIE DRIVE.
IN THE CITY OF AUBURN, CALIFORNIA

The following is a list of subcontractors and suppliers, as defined in 2-3 SUBCONTRACTS of the Standard Specifications, who will perform work or provide materials of value in excess of one-half percent of the total bid price or $10,000, whichever is greater.

No subcontractor shall perform work in excess of the amount specified in 2-3 SUBCONTRACTS of the Standard Specifications, without the written approval of the Agency.

The Contractor is responsible to ensure that appropriate provisions are to be inserted in all subcontracts to bind subcontractors to the contract requirements as contained herein.

Each subcontractor must agree to comply with all applicable Federal, State, and local requirements.

Name, Address, and License # of Subcontractor	Employer Tax Id #	MBE/ WBE (Y/N)	Work Subcontracted	Portion of Work (% of Contract Price)

Name and Address of Subcontractor	Employer Tax Id #	MBE/ WBE (Y/N)	Work Subcontracted	Portion of Work (% of Contract Price)

These representations are made under the penalty of perjury under the laws of the State of California. The undersigned hereby certifies that each subcontractor has been notified in writing of its equal opportunity obligations.

NAME OF BIDDER: _____

AUTHORIZED SIGNATURE: _____

Date: _____

NON-COLLUSION AFFIDAVIT

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

_____
Signature of Declarant

_____
Printed Name of Declarant

SECTION D

2022 STREET OVERLAY PROJECT – AUBURN FOLSOM RD, BROOK RD & MARVIN WAY, ROBIE DRIVE.
IN THE CITY OF AUBURN, CALIFORNIA

CONTRACT INFORMATION AND DOCUMENTS

- **ARTICLES OF AGREEMENT**
- **PAYMENT BOND**
- **FAITHFUL PERFORMANCE BOND**
- **MAINTENANCE BOND**
- **WORKER'S COMPENSATION INSURANCE CERTIFICATE**
- **INSURANCE ENDORSEMENT**
- **STATEMENT RE INSURANCE COVERAGE**
- **STATEMENT RE THE CONTRACTOR'S LICENSING LAWS**

ARTICLES OF AGREEMENT

2022 STREET OVERLAY PROJECT – AUBURN FOLSOM RD, BROOK RD & MARVIN WAY, ROBIE DRIVE.
AGREEMENT
IN THE CITY OF AUBURN, CALIFORNIA

THIS **2022 STREET OVERLAY PROJECT – AUBURN FOLSOM RD, BROOK RD & MARVIN WAY, ROBIE DRIVE.**, AGREEMENT (**"AGREEMENT"**) is made and entered into for the above-stated project this _____th day of _____, **2022**, BY AND BETWEEN the City of Auburn, a municipal corporation, hereafter designated as "AGENCY", and _____, a _____ (State) _____ (corporation, partnership, limited liability company, or other business form), hereafter designated as **"CONTRACTOR."**

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the **2022 STREET OVERLAY PROJECT – AUBURN FOLSOM RD, BROOK RD & MARVIN WAY, ROBIE DRIVE.**, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the "Contract Documents"). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

AGENCY hereby employs CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices provided herein, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in this AGREEMENT.

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

ARTICLE III: Compensation

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of _____**Dollars** (**$**_____,) unless specifically approved in advance and in writing by AGENCY.

Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

B. This AGREEMENT is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

C. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR upon Agency's confirmation of CONTRACTOR'S satisfactory completion of this AGREEMENT. At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

ARTICLE IV: Labor Code

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT is included in the price for all contract items of work involved.

This AGREEMENT is further subject to prevailing wage law, including, but not limited to, the following:

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to AGENCY $200.00 or any greater penalty provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the AGREEMENT in violation of the provisions of the Labor Code whether such worker is employed in the execution of the work by

CONTRACTOR or by any Subcontractor under CONTRACTOR. In addition, CONTRACTOR shall pay each worker the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

B. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.

C. Pursuant to Labor Code § 1725.5, CONTRACTOR and any subcontractor must be registered with the California Department of Industrial Relations for any bid proposal submitted on or after March 1, 2015, and for any contract for public work entered into on or after April 1, 2015. Further, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

D. Pursuant to Labor Code § 1776, CONTRACTOR and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this AGREEMENT. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

E. This AGREEMENT is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by CONTRACTOR's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to AGENCY $25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by CONTRACTOR or by any Subcontractor of CONTRACTOR, for each Calendar Day during which such worker is required or permitted to the work more than eight hours in one Calendar Day or more than 40 hours in any one calendar week in violation of the Labor Code.

F. This AGREEMENT is subject to Public Contract Code Section 6109: CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

<u>ARTICLE V:</u> Work Site Conditions

A. In compliance with and pursuant to Government Code Section 4215, AGENCY shall assume the responsibility, as between the parties to this AGREEMENT, for the timely removal, relocation, or protection of existing main- or trunk-line utility facilities located on the site of any construction project

that is a subject of this AGREEMENT, if such utilities are not identified by AGENCY in the plans and specifications made a part of the invitation for bids. The Contract Documents shall include provisions to compensate CONTRACTOR for the costs of locating, repairing damage not due to the failure of CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of AGENCY or the owner of a utility to provide for removal or relocation of such utility facilities.

B. To the extent that the work requires trenches in excess of five feet (5') and is estimated to cost more than $25,000, prior to any excavation, CONTRACTOR must provide the AGENCY, or a registered civil or structural engineer employed by the AGENCY to whom authority has been delegated to accept such plans, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

C. This AGREEMENT is further subject to Public Contract Code Section 7104 with regard to any trenches deeper than four feet (4') involved in the proposed work as follows:

CONTRACTOR shall promptly, and before the following conditions are disturbed, notify AGENCY, in writing, of any:

(1) Material that CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

AGENCY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in CONTRACTOR's cost of, or the time required for, performance of any part of the work, AGENCY shall issue a change order under the procedures described in this AGREEMENT.

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

ARTICLE VI: Insurance

A. With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain, and shall require all of its subcontractors to maintain, insurance as required by Section E "Standard Specifications" of the Contract Documents.

B. This AGREEMENT is further subject to Workers' Compensation obligations, including, but not limited to, California Labor Code Sections 1860 and 1861 as follows:

CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR's subcontractors shall be required to provide AGENCY with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this AGREEMENT at the site of the Project is not protected under any Worker's Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless AGENCY for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

ARTICLE VII: Indemnification

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with, resulting from or related to, any alleged act, omission, fault or negligence of CONTRACTOR, CONTRACTOR's Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the "Indemnitors"), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT. CONTRACTOR shall not be entitled to any refund of attorneys' fees, defense costs and expenses in the event that it is s adjudicated to have been non-negligent.

CONTRACTOR shall not be required to defend or indemnify AGENCY for liabilities caused by the sole active negligence or willful misconduct of the AGENCY.

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer's or partner's joint and several liability hereunder.

ARTICLE VIII: Binding Effect

AGENCY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto and to its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This AGREEMENT is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

ARTICLE IX: Dispute Resolution

A. Any court action arising out of this AGREEMENT shall be filed in the Placer County Superior Court. Any alternative dispute resolution proceeding arising out of this AGREEMENT shall be heard in the County of Placer.

B. AGENCY shall have full authority to compromise or otherwise settle any claim relating to this AGREEMENT or any part hereof at any time. AGENCY shall provide timely notification to CONTRACTOR of the receipt of any third-party claim relating to this AGREEMENT. AGENCY shall be entitled to recover its reasonable costs incurred in providing the notification required by this section.

C. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than $375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by Contractor, for the response to such claims by the Agency, for a mandatory meet and confer conference upon the request of Contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

ARTICLE X: Independent Contractor

CONTRACTOR is and shall at all times remain as to AGENCY, a wholly independent contractor. Neither AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

ARTICLE XI: Taxes

CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this AGREEMENT. The CONTRACTOR is responsible for ascertaining and arranging to pay such taxes and duties. The prices established in this AGREEMENT shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the execution of this AGREEMENT.

ARTICLE XII: Notices

All notices and communications shall be sent in writing to the parties at the following addresses:

AGENCY: Natalie Hampton CONTRACTOR: _____

CITY OF AUBURN	CONTRACTOR'S BUSINESS NAME
1225 Lincoln Way, Room 3	Mailing Address
Auburn, CA 95603	City, State Zip Code

ARTICLE XIII: Entire Agreement

This AGREEMENT supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement or promise not contained in this AGREEMENT shall not be valid or binding. Any modification of this AGREEMENT will be effective only if signed by the party to be charged.

The benefits and obligations of this AGREEMENT shall inure to and be binding upon the representatives, agents, partners, heirs, successors and assigns of the parties hereto. This AGREEMENT shall be construed pursuant to the laws of the State of California.

ARTICLE XIV: Authority to Contract

The signatories hereto represent that they are authorized to sign on behalf of the respective parties they represent and are competent to do so, and each of the parties hereto hereby irrevocably waives any and all rights to challenge signatures on these bases.

ARTICLE XV: General Provisions

A. All reports, documents or other written material ("written products" herein) developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by AGENCY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.

B. In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

C. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph hereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

D. The waiver by AGENCY or CONTRACTOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term,

covenant or condition of this Agreement shall be deemed to have been waived by AGENCY or CONTRACTOR unless in writing.

E. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

F. CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to CITY under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to CONTRACTOR under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of CITY. In addition, pursuant to Government Code Section 8546.7, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of CITY or as part of any audit of CITY, for a period of three (3) years after final payment under the Agreement.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this _____th day of _____, 2022.

CONTRACTOR: Contractor's Business Name

_____

Contractor's Sign Name, Title
Contractor's License No. _____

Subscribed and sworn to this _____ day of _____, 2022.

NOTARY PUBLIC _____ (SEAL)

AGENCY: _____ _____
Mayor of the City of Auburn — Date

ATTESTED: _____ _____
City Clerk of the City of Auburn — Date

APPROVED AS TO FORM: _____ _____

City Attorney of the
City of Auburn

Date

(EXECUTE IN DUPLICATE)

PAYMENT BOND
2022 STREET OVERLAY PROJECT – AUBURN FOLSOM RD, BROOK RD & MARVIN WAY, ROBIE DRIVE.
IN THE CITY OF AUBURN, CALIFORNIA

WHEREAS, the City of Auburn, as AGENCY has awarded to_____, as CONTRACTOR, a contract for the above-stated project;
AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law;
NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of _____Dollars ($_____) which is one hundred percent (**100%**) of the total contract amount for the above-stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.
THE CONDITIONS OF THIS OBLIGATION IS SUCH that if CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and to pay over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the plaintiffs and AGENCY in an amount to be fixed by the court.
This bond shall inure to the benefit to any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.
The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the specifications accompanying it shall in any manner affect SURETY's obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this day of _____, 2022.

Contractor*	Contractor's Signer's Name, Title	_____
	Contractor's Business Name	_____
	Mailing Street Address	_____
	City, State, Zip Code	_____
	Telephone #	_____

Surety* _____
_____
_____
_____

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address, and telephone number for the respective authorized representatives. Power of Attorney must be attached.

Subscribed and sworn to this_____ day of _____, 2022.

NOTARY PUBLIC ..... (SEAL)

(EXECUTE IN DUPLICATE)
FAITHFUL PERFORMANCE BOND
2022 STREET OVERLAY PROJECT – AUBURN FOLSOM RD, BROOK RD & MARVIN WAY, ROBIE DRIVE.
IN THE CITY OF AUBURN, CALIFORNIA

KNOW ALL PERSONS BY THESE PRESENTS That_____, hereinafter referred to as "CONTRACTOR" as PRINCIPAL, and a corporation duly organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings as Surety, are held and firmly bound unto the CITY OF AUBURN, CALIFORNIA, hereinafter referred to as the "AGENCY" in the sum of _____Dollars ($_____); which is one hundred percent (**100%**) of the total contract amount for the above stated project; lawful money of the United States of America for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas CONTRACTOR has been awarded and is about to enter into a Contract with AGENCY to perform all work required pursuant to the contract documents for the project entitled: **2022 STREET OVERLAY PROJECT – AUBURN FOLSOM RD, BROOK RD & MARVIN WAY, ROBIE DRIVE.** CONTRACT which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

NOW, THEREFORE, if CONTRACTOR and his or her Subcontractors shall well and truly do and perform all the covenants and obligations of the Contract on his or her part to be done and performed at the times and in the manner specified herein including compliance with all Contract specifications and quality requirements, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

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

In the event suit is brought upon this Bond by AGENCY and judgment is recovered, said Surety shall pay all costs incurred by AGENCY in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this_____day of _____, 2022.

Contractor*	Contractor's Signer's Name, Title	_____
	Contractor's Business Name	_____
	Mailing Street Address	_____
	City, State, Zip Code	_____
	Telephone #	_____

Surety* _____
_____
_____
_____

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for their respective authorized representatives. Power of Attorney must be attached.

Subscribed and sworn to this_____ day of _____, 2022.

NOTARY PUBLIC ..... (SEAL)

(EXECUTE INDUPLICATE)

MAINTENANCE BOND
2022 STREET OVERLAY PROJECT – AUBURN FOLSOM RD, BROOK RD & MARVIN WAY, ROBIE DRIVE.
IN THE CITY OF AUBURN, CALIFORNIA

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the City of Auburn, as AGENCY has awarded to_____, as CONTRACTOR, a contract for the above-stated project.

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract guaranteeing maintenance thereof;

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of _____Dollars ($_____), which is fifty percent (**50%**) of the total contract amount for the above-stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if CONTRACTOR shall remedy without cost to AGENCY any defects which may develop during a period of one (1) year from the date of recordation of the Notice of Completion of the work performed under the contract, provided such defects are caused by defective or inferior materials or work, then this obligation shall be void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the AGENCY in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this_____ day of _____, 2022.

Contractor*	Contractor's Signer's Name, Title	_____
	Contractor's Business Name	_____
	Mailing Street Address	_____
	City, State, Zip Code	_____
	Telephone #	_____

Surety* _____
_____
_____
_____

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for their respective authorized representatives. Powers of Attorney must be attached.

Subscribed and sworn to this..... day of..... ....., 2022.

NOTARY PUBLIC.....(SEAL)

(EXECUTE IN DUPLICATE)

WORKERS' COMPENSATION INSURANCE CERTIFICATE

2022 STREET OVERLAY PROJECT – AUBURN FOLSOM RD, BROOK RD & MARVIN WAY, ROBIE DRIVE.
IN THE CITY OF AUBURN, CALIFORNIA

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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

DATE: _____

Contractor's Business Name: _____

_____
(Contractor)

By: _____
(Signature)

_____
(Title)

Attest:
By: _____
(Signature)

_____
(Title)

Note: See Section 7 Responsibility of the Contractor, Paragraph 7-3 of the Standard Specifications for insurance carrier rating requirements.

ENDORSEMENTS TO INSURANCE POLICY

2022 STREET OVERLAY PROJECT – AUBURN FOLSOM RD, BROOK RD & MARVIN WAY, ROBIE DRIVE.
IN THE CITY OF AUBURN, CALIFORNIA

Name of Insurance Company:

Policy Number:

Effective Date:

The following endorsements are hereby incorporated by reference into the attached Certificate of Insurance as though fully set forth thereon:

1. The naming of an additional insured as herein provided shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured, and

2. The additional insured named herein shall not be held liable for any premium or expense of any nature on this policy or any extensions thereof, and

3. The additional insured named herein shall not by reason of being so named be considered a member of any mutual insurance company for any purpose whatsoever, and

4. The provisions of the policy will not be changed, suspended, canceled or otherwise terminated as to the interest of the additional insured named herein without first giving such additional insured twenty (20) days' written notice.

5. Any other insurance held by the additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance, which is referred to by this certificate.

6. **The company provided insurance for this certificate is a company licensed to do business in the State of California with a Best's rating of A+ VIII or greater.**

It is agreed that the City of Auburn, its officers and employees, are included as Additional Insureds under the contracts of insurance for which the Certificate of Insurance is given.

_____

Authorized Insurance Agent

Date: _____

STATEMENT REGARDING INSURANCE COVERAGE

2022 STREET OVERLAY PROJECT – AUBURN FOLSOM RD, BROOK RD & MARVIN WAY, ROBIE DRIVE.
IN THE CITY OF AUBURN, CALIFORNIA

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in **7-3 LIABILITY INSURANCE** of Section E, Standard Specifications. Should Bidder be awarded the contract for the work, the undersigned further certifies that Bidder can meet all of these specification requirements for insurance including insurance coverage of his/her subcontractors.

NAME OF BIDDER: .....

MAILING ADDRESS: .....

.....

.....

AUTHORIZED SIGNATURE: .....

TITLE: .....

DATE: .....

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

2022 STREET OVERLAY PROJECT – AUBURN FOLSOM RD, BROOK RD & MARVIN WAY, ROBIE DRIVE.
IN THE CITY OF AUBURN, CALIFORNIA

[Business & Professions Code § 7028.15]
[Public Contract Code § 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business & Professions Code § 7028.15:

a) **It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a contractor within this state without having a license therefor,** except in any of the following cases:

(1)The person is particularly exempted from this chapter.

(2)The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.

b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars ($4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.

d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.

e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, as contractor who is not licensed pursuant to this chapter is void.**

f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.

g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

Contractor's License Number: _____

License Expiration Date: _____

Authorized Signature: _____

Date: _____

SECTION E

2022 STREET OVERLAY PROJECT – AUBURN FOLSOM RD, BROOK RD & MARVIN WAY, ROBIE DRIVE.
IN THE CITY OF AUBURN, CALIFORNIA

E - STANDARD SPECIFICATION

STANDARD SPECIFICATIONS

2022 STREET OVERLAY PROJECT – AUBURN FOLSOM RD, BROOK RD & MARVIN WAY, ROBIE DRIVE. IN THE CITY OF AUBURN, CALIFORNIA

0-1 STANDARD SPECIFICATIONS

Except as noted in section 0-3 below, the provisions of the 2015 Edition of the Caltrans Standard Specifications, with the latest supplements, updates, and amendments, prepared and promulgated by the California Department of Transportation, are adopted as the "Standard Specifications" for the Agency.

0-2 NUMBERING OF SECTIONS

The Special Provisions stated below will be numbered as Sections 700 through 799. Subsections of architectural work may be numbered according to the Construction Specifications Institute ("CSI") format.

0-3 AMENDMENTS AND MODIFICATIONS

Division I "General Provisions" of the Caltrans Standard Specifications is deleted in its entirety and replaced with the following provisions. The remaining provisions of the 2015 Caltrans Standard Specifications, and any updates, supplements or amendments to those remaining provisions will remain in effect unless they conflict with other provisions set forth in this Agreement. In the event of any inconsistencies between the following Standard Specifications and those set forth in the Caltrans Standard Specifications, the following provisions shall control.

1-1 TERMS. Unless otherwise stated, the words *directed, required, permitted, ordered, instructed, designated, considered necessary, prescribed, approved, acceptable, satisfactory*, or words of like meaning, refer to actions, expressions, and prerogatives of the Engineer.

1-2 DEFINITIONS

Acceptance – The AGENCY's formal written acceptance of a project that has been completed in all respects in accordance with the plans and specifications and any modifications thereof.

Addendum – Written or graphic instrument issued prior to the opening of Bids which clarifies, corrects, or changes the bidding or Contract Documents. The term Addendum shall include bulletins and all other types of written notices issued to potential bidders prior to opening of Bids.

AGENCY – The City of Auburn.

Agent – Shall include persons and companies, other than the CONTRACTOR, retained by the City to perform design and construction services in relation to the Work.

Agreement – See Contract.

Base – A layer of specified material of planned thickness placed immediately below the pavement or surfacing.

Bid – The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work.

Bidder – Any individual, firm, partnership, corporation, or combination thereof, submitting a Bid for the Work, acting directly or through a duly authorized representative.

Board – The officer or body constituting the awarding authority of the AGENCY. The City Council.

Bond – Bid, performance, and payment bond or other instrument of security.

Cash Contract – A Contract financed by means other than special assessments.

Change Order – A written order to the CONTRACTOR signed by the AGENCY directing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract time issued after the effective date of the Contract. A Change Order may or may not also be signed by the CONTRACTOR.

City – The City of Auburn, California, as the AGENCY and Owner.

City Council – City Council of the City of Auburn, California.

Code – The terms *Government Code, Labor Code*, etc., refer to codes of the State of California.

Construction Manager – Persons and/or company retained by the City to perform construction management services.

Contract – The written agreement between the AGENCY and the CONTRACTOR covering the Work.

Contract Documents – Including, but not limited to: the Contract, any Addendum (which pertain to the contract documents), Notice Inviting Bids, Instructions to Bidders; Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Contract, the Bonds, the general conditions, permits from other agencies, the Special Provisions, the Plans, Standard Plans, Standard Specifications, Reference Specifications, and all Modifications issued after the execution of the Contract.

CONTRACTOR – The individual, partnership, corporation, joint venture, or other legal entity having a Contract with the AGENCY to perform the Work. In the case of work being done under permit issues by the AGENCY, the permittee shall be construed to be the CONTRACTOR. The term "prime CONTRACTOR" shall mean CONTRACTOR.

Contract Price – The total amount of money for which the Contract is awarded.

Contract Unit Price – The amount stated in the Bid for a single unit of an item of work.

County Sealer – The Sealer of Weights and Measures of the county in which the Contract is let.

Days – Days shall mean consecutive calendar's days unless otherwise specified.

Design Engineer – Persons and/or company retained by the City to perform engineering design services.

Due Notice – A written notification, provided in due time, of a proposed action, where the contract requires such notification within a specified time (usually 48 hours or two working days) prior to the commencement of the contemplated action.

Electrolier – Street light assembly complete, including foundation, standard, luminaire arm, luminaire, etc.

Engineer – The City Engineer of the City of Auburn, or his/her authorized representative.

Geotechnical Engineer – Person licensed to practice Soils Engineering or Geotechnical Engineering pursuant to the laws of the State of California and retained by the AGENCY during construction.

Geotextile – Synthetic fiber used in civil engineering applications, serving the primary functions of separation and filtration.

House Connection Sewer – A sewer, within a public street or right-of-way, proposed to connect any parcel, lot or part of a lot with a mainline sewer.

House Sewer – A sewer, wholly within private property, proposed to connect any building to a house connection sewer.

Luminaire – The lamp housing including the optical and socket assembles (and ballast if so specified).

Luminaire Arm – The structural member, bracket, or mast arm, which, mounted on the standard, supports the luminaire.

Modification – Includes Change Orders and Supplemental Agreements. A Modification may only be issued after the effective date of the Contract.

Notice of Award – The written notice by the AGENCY to the successful Bidder stating that upon compliance by it with the required conditions, the AGENCY will execute the Contract.

Notice to Proceed – A written notice given by the AGENCY to the CONTRACTOR fixing the date on which the Contract time will start.

Person – Any individual, firm, association, partnership, corporation, trust, joint venture, or other legal entity.

Plans – The drawings, profiles, cross sections, working drawings, and supplemental drawings, or reproductions thereof, approved by the Engineer, which show the location, character, dimensions, or details of the Work.

Private Contract – Work subject to AGENCY inspection, control, and approval, involving private funds, not administered by the AGENCY.

Prompt – The briefest interval of time required for a considered reply, including time required for approval by a governing body.

Proposal – See Bid.

Reference Specifications – Those bulletins, standards, rules, methods of analysis or test, codes, and specifications of other agencies, engineering societies, or industrial associations referred to in the Contract Documents. These refer to the latest edition, including amendments in effect and published at the time of advertising the project or issuing the permit, unless specifically referred to by edition, volume, or date.

Roadway – The portion of a street reserved for vehicular use.

Service Connection – Service connections are all or any portion of the conduit, cable, or duct, including meter, between a utility distribution line and an individual consumer.

Sewer – Any conduit intended for the reception and transfer of sewage and fluid industrial waste.

Special Provisions – Additions and revisions to the Standard Specifications setting for the conditions and requirements peculiar to the Work.

Specifications – Standard Specifications, Reference Specifications, Special Provisions, and specifications in Supplemental Agreements between the CONTRACTOR and the Board.

Standard – The shaft or pole used to support street lighting luminaire, traffic signal heads, mast arms, etc.

Standard Plans – "Standard Plans for Public Works Construction" or "SSPWC" – Latest edition of the Southern California Chapter of the American Public Works Association.

State Standard Specifications ("SSS") – Standard Specifications prepared by the State of California, Business and Transportation Agency, Department of Transportation.

State Standard Plans ("SSP") – Standard Plans prepared by State of California, Business and Transportation Agency, Department of Transportation.

State – State of California.

Storm Drain – Any conduit and appurtenances intended for the reception and transfer of storm water.

Street – Any road, highway, parkway, freeway, alley, walk, or way.

Subbase – A layer of specified materials of planned thickness between a base and the subgrade.

Subcontractor – An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other Subcontractor for the performance of a part of the Work.

Subgrade – For roadways, that portion of the roadbed on which pavement, surfacing, base, subbase, or a layer of other materials is placed. For structures, the soil prepared to support a structure.

Supervision – Supervision, where used to indicate supervision by the Engineer, shall mean the performance of obligations, and the exercise of rights, specifically imposed upon and granted to the AGENCY in becoming a party to the Contract. Except as specifically stated herein, supervision by the AGENCY shall not mean active and direct superintendence of details of the Work.

Supplemental Agreement – A written amendment of the Contract Documents signed by both parties.

Surety – Any individual, firm, or corporation, bound with and for the CONTRACTOR for the acceptable performance, execution, and completion of the Work, and for the satisfaction of all obligations incurred.

Tonne – Also referred to as "metric ton" — Represents a unit of measure in the International System of Units equal to 1,000 kilograms.

Utility – Tracks, overhead or underground wires, pipeline, conduits, ducts, or structures, sewers, or storm drains owned, operated, or maintained in or across a public right of way or private easement.

Work – That which is proposed to be constructed or done under the Contract or permit, including the furnishing of all labor, materials, equipment, and services.

Working Days – Any days, except: (1) Saturdays, Sundays, legal holidays on which Auburn City Hall is closed for business; (2) days when work is suspended by the Engineer for reasons unrelated to the performance of the CONTRACTOR, and provided in Subsections 6-3 and 6-3.1; and (3) days determined to be non-working in accordance with Section 6-7 "Time of Completion"

1-3 ABBREVIATIONS

1-3.1 Common Usage Terms. These Standard Specifications incorporate by reference the list of common usage terms in the edition of the "Standard Plans for Public Works Construction" with the following additions:

ARAM Asphalt Rubber Aggregate Membrane

ARHM Asphalt Rubber Hot Mix

1-3.2 Institutions. These Standard Specifications incorporate by reference the list of commonly used institution terms in the edition of the "Standard Plans for Public Works Construction" (aka the Greenbook) with the following additions:

ACI	American Concrete Institute
AGCA	Associated General CONTRACTORs of America
APWA	American Public Works Association
ASME	American Society of Mechanical Engineers
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
IEEE	Institute of Electric and Electronic Engineers
NFPA	National Fire Protection Association
SSS	State of California Standard Specifications, latest edition, Department of Transportation
SSP	State of California Standard Plans, latest edition, Department of Transportation.
SSPWC	Standard Specifications for Public Works Construction
NEMA	National Electrical Manufacturers Association

1-4 UNITS OF MEASURE

1-4.1 General. U.S. Standard Measures, also called U.S. Customary System, are the principal measurement system in these specifications and shall be used for construction, unless otherwise stated in the Contract Documents. The International System of Units, also referred to as SI or the metric system, may be included in parenthesis. SI units and U.S. Standard Measures in parenthesis may or may not be exactly equivalent. Certain materials specifications and test requirements contained herein use SI units specifically and conversions to U.S. Standard Measures have not been included in these circumstances.

Reference is also made to ASTM E 380 for definitions of various units of the SI system and a more extensive set of conversion factors.

1-4.2 Units of Measure and Their Abbreviations.

U.S. Customary Unit (Abbreviations)	Equal To	SI Unit (Abbreviations)
1 mil (= 0.0001 in)	.....	25.4 micrometer (μm)
1 inch (in)	.....	25.4 millimeter (mm)
1 inch (in)	.....	2.54 centimeter (cm)
1 foot (ft)	.....	0.3048 meter (m)

U.S. Customary Unit (Abbreviations)	Equal To	SI Unit (Abbreviations)
1 yard (yd)		0.9144 meter (m)
1 mile (mi)		1.6093 kilometer (km)
1 square foot (ft^2)		0.0929 square meter (m^2)
1 square yard (yd^2)		0.8361 square meter (m^2)
1 cubic foot (ft^3)		0.0283 cubic meter (m^3)
1 cubic yard (yd^3)		0.7646 cubic meter (m^3)
1 acre		0.4047 hectare (ha)
1 U.S. gallon (gal)		3.7854 Liter (L)
1 fluid ounce (fl. oz.)		29.5735 milliliter (mL)
1 pound mass (lb) (avoirdupois)		0.4536 kilogram (kg)
1 ounce mass (oz)		0.02835 kilogram (kg)
1 Ton (= 2000 lb avoirdupois)		.09072 Tonne (= 907 kg)
1 Poise		0.1 pascal·second (Pa·s)
1 centistoke (cs)		1 square millimeters per second (mm^2/s)
1 pound force (lbf)		4.4482 Newton (N)
1 pounds per square inch (psi)		6.8948 Kilopascal (kPa)
1 pound force per foot (lbf/ft)		1.4594 Newton per meter (N/m)
1 foot-pound force (ft-lbf)		1.3558 Joules (J)
1 foot-pound force per second ([ft-lbf]/s)		1.3558 Watt (W)
1 part per million (ppm)		1 milligram /liter (mg/L)

Temperature Units and Abbreviations

Degree Fahrenheit (°F):
°F = (1.8 x °C) + 32

Degree Celsius (°C):
°C = (°F – 32) / 1.8

SI Units (abbreviation) Commonly Used in Both Systems

1 Ampere (A)

1 Volt (V)

1 Candela (cd)

1 Lumen (lm)

1 second (s)

Common Metric Prefixes

kilo (k)	10^3
centi (c)	10^{-2}
milli (m)	10^{-3}

micro (μ) ..... 10^{-6}

nano (n) ..... 10^{-9}

pico (p) ..... 10^{-12}

1-5 SYMBOLS

Δ	Delta, the central angle or angle between tangents
∠	Angle
%	Percent
'	Feet or minutes
"	Inches or seconds
#	Number
/	per or (between words)
°	Degree
PL	Property line
CL	Centerline
SL	Survey line or station line

SECTION 2 – SCOPE AND CONTROL OF WORK

2-1 AWARD AND EXECUTION OF CONTRACT. Award and execution of Contract will be as provided for in the Specifications, Instructions to Bidders, or Notice Advertising for Bids. The City reserves the right to reject any or all proposals.

2-1.1 Investigation Of Site Conditions. Prior to submittal of the bid, Bidders must visit the site of work and complete their own investigations to satisfy themselves as to the existing conditions affecting the work to be done under these specifications. If the bidder chooses not to visit the site or conduct investigations, he will, nevertheless, be charged with the knowledge of conditions which reasonable inspection and investigation would have disclosed.

After the project is awarded the CONTRACTOR shall carefully study and compare the Contract Documents with each other and with information available to the CONTRACTOR and furnished by the Owner and shall immediately notify the Engineer of errors, inconsistencies or omissions discovered. If the CONTRACTOR performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Engineer, the CONTRACTOR shall assume appropriate responsibility for such performance and may assume responsibility for the full costs for correction.

The CONTRACTOR shall make field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the CONTRACTOR with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Engineer immediately.

When existing conditions are encountered which, in the opinion of the Engineer, require temporary suspension of work for design modifications or for other determinations to be made, the CONTRACTOR shall move to other areas of work until such determinations are made at no cost to the City. No additional compensation will be allowed by reason of such temporary suspension of work, or modifications to work, except as noted in Section 3 of these Standard Specifications

("Changes in Work") for specific items of work not included in the bid. Appropriate extension of item for completion may be allowed where justification in the opinion of the Engineer.

2-1.2 Award of Contract. The Contract will be awarded, if at all, to the lowest responsible and responsive Bidder determined as provided on the Proposal Form, whose proposal complies with all the requirements prescribed. Such award, if made, will be made within the number of days stated in the proposal form. Refusal or failure to deliver the executed contract, bonds, or insurance in the form provided in the Contract and approved by the AGENCY's attorney within the time provided herein shall be cause, at the AGENCY's option, for the annulment of the award and forfeiture of the bid security. In such event, the AGENCY may successively award the Contract to the next lowest responsible and responsive Bidder until a properly executed Contract, bonds, and insurance is obtained, or it may at any time reject all remaining bids and proceed as provided by law. The refusal or failure of a successive lowest responsible and responsive Bidder to execute the Contract may, at the AGENCY's option, result in an annulment of the award to that Bidder and the forfeiture of that Bidder's bid security. The periods of time specified above within which the award of the Contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the AGENCY and the concerned Bidder.

The AGENCY reserves the right to waive any irregularities.

Within ten (10) calendar days after the date of the Notice of Award, the CONTRACTOR shall execute and return the following contract documents to the AGENCY:

Contract Agreement (in duplicate)
Faithful Performance Bond (in duplicate)
Maintenance Bond (in duplicate)
Payment Bond (in duplicate)
Public Liability and Property Damage Insurance Certificate (two original)
Additionally Insured Endorsement
Workers' Compensation Insurance Certificate (two original)

A corporation to which an award is made may be required, before the Contract agreement is executed by the AGENCY, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

2-2 ASSIGNMENT. No Contract or portion thereof may be assigned without consent of the City Council, except that the CONTRACTOR may assign money due or which will accrue to it under the Contract. If given written notice, such assignment will be recognized by the City Council to the Extent permitted by law. Any assignment of money shall be subject to all property withholdings in favor of the AGENCY and to all deductions provided for in the Contract. All money withheld, whether assigned or not, shall be subject to being used by the AGENCY for completion of the Work, should the CONTRACTOR be in default.

2-3 SUBCONTRACTS.

2-3.1 General. Each Bidder shall comply with the Public Contract Code including Sections 4100 through 4113. The following excerpts or summaries of some of the requirements of this Chapter are included below for information:

The Bidder shall set forth in the Bid, as provided in 4104:

"(a) The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime CONTRACTOR in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the

prime CONTRACTOR, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime CONTRACTOR's total bid, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime CONTRACTOR's total bid or ten thousand dollars ($10,000), whichever is greater."

"(b) The portion of the work which will be done by each such subcontractor under this act. The prime CONTRACTOR shall list only one subcontractor for each such portion as is defined by the prime CONTRACTOR in his bid."

Subcontracting of more than one-half of one percent of the work for which no Subcontractor was designated in the original Bid will be allowed only in cases of public emergency or necessity and only after the Engineer makes a written finding of circumstances constituting public emergency or necessity.

The CONTRACTOR must obtain written consent of the City Council to substitute a Subcontractor designated in the original Bid, to permit any subcontract to be assigned or transferred, or to otherwise allow a subcontract to be performed by anyone other than the originally designated Subcontractor.

A violation of any of the above provisions will be considered a violation of the Contract, and the City may cancel the Contract and collect appropriate damages or assess the CONTRACTOR a penalty of not more than ten (10) percent of the subcontract involved.

If subcontracted work is not being performed in a satisfactory manner, the City will notify the CONTRACTOR of the need to take corrective action and the Engineer may report the facts to the City Council. Upon order by City Council and the CONTRACTOR's receipt of written instructions from the Engineer, the Subcontractor shall immediately be removed from the Work and may not again be employed on the Work.

2-3.2 Additional Responsibility. The CONTRACTOR shall give personal attention to the fulfillment of the Contract and shall keep the Work under its control.

The CONTRACTOR shall perform, with its own organization, Contract work amounting to at least 50 percent of the Contract Price except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the Contract Price before computing the amount required to be performed by the CONTRACTOR with its own organization. "Specialty Items" will be identified by the AGENCY in the Bid or Proposal. Where an entire item is subcontracted, the value of work subcontracted will be based on the Contract Unit Price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the Contract Unit Price. This will be determined from information submitted by the CONTRACTOR, and subject to approval by the Engineer.

Before the work of any Subcontractor is started, the CONTRACTOR shall submit to the Engineer for approval a written statement showing the work to be subcontracted giving the name and business of each Subcontractor and description and value of each portion of the work to be so subcontracted.

2-3.3 Status of Subcontractors. All persons engaged in the Work, including Subcontractors and their employees, will be considered employees of the CONTRACTOR. The CONTRACTOR will be held responsible for their work. The AGENCY will deal directly and solely with the CONTRACTOR and make all payments to the CONTRACTOR.

2-4 CONTRACT BONDS. Before execution of the Contract, the Bidder shall file surety bonds with the AGENCY to be approved by the City Council in the amounts and for the purposes noted below. Bond issued by a surety who is listed in the latest version of U.S. Department of Treasury Circular 570, who is authorized to issue bonds in California, and whose bonding limitation shown in said circular is sufficient to provide bonds in the amount required by the Contract shall be deemed to be approved unless

specifically rejected by the AGENCY. Bonds from all other sureties shall be accompanied by all of the documents enumerated in Code of Civil Procedure 995.660(a). The Bidder shall pay all bond premiums, costs, and incidentals.

Each bond shall incorporate, by reference, the Contract and be signed by both the Bidder and Surety and the signature of the authorized agent of the Surety shall be notarized.

The Bidder shall provide two good and sufficient surety bonds. The **"Payment Bond"** (Materials and Labor Bond) shall be for not less than **100 percent** of the Contract Price, to satisfy claims of materials suppliers and mechanics and laborers employed by it on the Work, The bond shall be maintained by the CONTRACTOR in full force and effect until the Work is accepted by the AGENCY and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code.

The **"Performance Bond"** shall be for **100 percent** of the Contract Price to guaranty faithful performance of all work, within the time prescribed, in manner satisfactory to the AGENCY, and that all materials and workmanship will be free from original or developed defects. The bond must remain in effect until the end of all warranty periods set forth in the Contract.

Should any bond become insufficient, the CONTRACTOR shall renew the bond within 10 days after receiving notice from the AGENCY.

Should any Surety at any time be unsatisfactory to the City Council, notice will be given the CONTRACTOR to that effect. No further payments shall be deemed due or will be made under the Contract until a new Surety shall qualify and be accepted by the City Council.

Changes in the Work or extensions of time, made pursuant to the Contract, shall in no way release the CONTRACTOR or Surety from its obligations. Notice of such changes or extensions shall be waived by the Surety.

The PAYMENT BOND shall remain in force until thirty-five (35) calendar days after the date of recordation of the Notice of Completion. The FAITHFUL PERFORMANCE BOND shall remain in force until the date of recordation of the Notice of Completion. The MAINTENANCE BOND shall remain in force until one (1) year after the date of recordation of the Notice of Completion.

All bonds must be accompanied by a Power of Attorney.

2-5 PLANS AND SPECIFICATIONS.

2-5.1 General. The CONTRACTOR shall keep at the Work site a copy of the Plans and Specifications, to which the Engineer shall have access at all times.

The Plans, Specifications, and other Contract Documents shall govern the Work. The Contract Documents are intended to be complementary and cooperative. Anything specified in the Specifications and not shown on the Plans, or shown on the Plans and not specified in the Specifications, shall be as though shown on or specified in both.

The Plans shall be supplemented by such working drawings and shop drawings are are necessary to adequately control the Work.

The CONTRACTOR shall ascertain the existence of any conditions affecting the cost of the Work through a reasonable examination of the Work site prior to submitting the Bid.

Existing improvements visible at the Work site, for which no specific disposition is made on the Plans, but which interfere with the completion of the Work, shall be removed and disposed of by the CONTRACTOR.

The CONTRACTOR shall, upon discovering any error or omission in the Plans or Specifications, immediately call it to the attention of the Engineer.

All final locations determined in the field, and any deviations from the Plans and Specification, shall be marked in red on the documents to show the as-built conditions. CONTRACTOR shall maintain a complete and accurate record of all changes of construction from that shown in these plans and specifications for the purpose of providing a basis for construction record drawings. No changes shall be made without prior written approval of the Engineer. Upon completion of the Project, CONTRACTOR shall deliver this record of all construction changes to the Engineer along with a letter which declares that other than these noted changes "the Project was constructed in conformance with the Contract Documents." Final payment will not be made until this requirement is met.

As the figured dimensions shown on the drawings and in the specifications of the Contract may not in every case agree with scaled dimensions, the figured dimensions shall be followed in preference to the scaled dimensions, and drawings to a large scale shall be followed in preference to the drawings to a small scale. Should it appear that the work to be performed, or any related matter, are not sufficiently detailed or explained in the Contract documents, the CONTRACTOR shall apply to the Engineer for such further explanations as necessary, and shall conform to such further explanations provided by the Engineer as part of the Contract to the extent that it is consistent with the terms of the Contract.

Caution: The engineer preparing these plans will not be responsible or liable for unauthorized changes to or uses of these plans. All changes to the plans must be approved in writing by the Engineer.

2-5.1.1 Records Of Construction Changes/As-Builts. CONTRACTOR shall maintain a complete and accurate record of all changes of construction from that shown in these Plans and Specifications for the purpose of providing a basis for construction record drawings. No changes shall be made without prior written approval of the City Engineer.

Upon completion of the Project, CONTRACTOR shall deliver this record of all construction changes to the Engineer along with a letter which declares that other than these noted changes that Project was constructed in conformance with the Contract Documents.

Caution: The engineer preparing these Plans will not be responsible for, or liable for, unauthorized changes to or uses of these Plans. All changes to the Plans must be approved in writing by City Engineer.

2-5.2 Precedence of Contract Documents. If there is a conflict between any of the Contract Documents, the document highest in precedence shall control. The precedence shall be as follows:

1) Permits issued by jurisdictional regulatory agencies.

2) Change Orders and/or Supplemental Agreements; whichever occurs last.

3) Contract/Agreement

4) Addenda.

5) Bid/Proposal.

6) Special Provisions.

7) Plans.

8) Standard Plans.

9) Standard Specifications.

10) Reference Specifications.

Detail drawings take precedence over general drawings.

2-5.3 Submittals.

2-5.3.1 General. Submittals shall be provided, at the CONTRACTOR's expense, as required in 2-5.3.2, 2-5.3.3 and 2-5.3.4, when required by the Plans or Special Provisions, or when requested by the Engineer.

Materials shall neither be furnished nor fabricated, nor shall any work for which submittals are required be performed, before the required submittals have been reviewed and accepted by the Engineer. Neither review nor acceptance of submittals by the Engineer shall relieve the CONTRACTOR from responsibility for errors, omissions, or deviations from the Contract Documents, unless such deviations were specifically called to the attention of the Engineer in the letter of transmittal. The CONTRACTOR shall be responsible for the correctness of the submittals.

The CONTRACTOR shall allow a minimum of 20 working days for review of submittals unless otherwise specified in the Special Provisions. Each submittal shall be accompanied by a letter of transmittal.

2-5.3.2 Working Drawings. Working drawings are drawings showing details not shown on the Plans which are required to be designed by the CONTRACTOR. Working drawings shall be of a size and scale to clearly show all necessary details.

Six copies and one reproducible shall be submitted. If no revisions are required, three of the copies will e returned to the CONTRACTOR. If revisions are required, the Engineer will return one copy along with the reproducible for resubmission. Upon acceptance, the Engineer will return two of the copies to the CONTRACTOR and retain the remaining copies and the reproducible.

Working drawings are required in the following subsections:

[Table of working drawings]

Working drawings shall be prepared by a Civil or Structural Engineer registered by the State of California.

2-5.3.3 Shop Drawings. Shop drawings are drawings showing details of manufactured or assembled products proposed to be incorporated into the Work. Shop drawings required shall be as specified in the Special Provisions.

2-5.3.4 Supporting Information. Supporting information is information required by the Specifications for the purposes of administration of the Contract, analysis for verifications of conformance with the Specifications, the operation and maintenance of a manufactured product or system to be constructed as part of the Work, and other information as may be required by the Engineer. Six copies of the supporting information shall be submitted to the Engineer prior to the start of the Work unless otherwise specified in the Special Provisions or directed by the Engineer. Supporting information for systems shall be bound together and include all manufactured items for the system. If resubmittal is not required, three copies will be returned to the CONTRACTOR. Supporting information shall consist of the following and is required unless otherwise specified in the Special Provisions:

1) List of Subcontractors per 2-3.2.
2) List of Materials per 4-1.4.
3) Certifications per 4-1.5.
4) Construction Schedule per 6-1.
5) Confined Space Entry Program per 7-10.4.4.

6) Concrete mix designs per 201-1.1

7) Asphalt concrete mix designs per 203-6.1.

8) Data, including, but not limited to, catalog sheets, manufacturer's brochures, technical bulletins, specifications, diagrams, product samples, and other information necessary to describe a system, product or item. This information is required for irrigation systems, street lighting systems, and traffic signals, and may also be required for any product, manufactured item, or system.

2-6 WORK TO BE DONE. The CONTRACTOR shall perform all work necessary to complete the Contract in a satisfactory manner. Unless otherwise provided, the CONTRACTOR shall furnish all materials, equipment, tools, labor, and incidentals necessary to complete the Work.

Any plan or method of work suggested by the AGENCY or the Engineer to the CONTRACTOR but not specified or required, if adopted or followed by the CONTRACTOR in whole or in part, shall be used at the risk and responsibility of the CONTRACTOR; and the AGENCY and the Engineer shall assume no responsibility therefore and in no way be held liable for any defects in the work which may result from or be caused by use of such plan or method of work.

2-7 SUBSURFACE DATA. All soil and test hole data, water table elevations, and soil analyses shown on the drawings or included in the Specifications apply only at the location of the test holes and to the depths indicated. Soil test reports for test holes which have been drilled are available for inspection at the office of the Engineer. Any additional subsurface exploration shall be done by Bidder or the CONTRACTOR at their own expenses.

2-8 RIGHT-OF-WAY. Rights-of-way, easements, or rights-of-entry for the Work will be provided by the AGENCY. Unless otherwise provided, the CONTRACTOR shall make arrangements, pay for, and assume all responsibility for acquiring, using, and disposing of additional work areas and facilities temporarily required. The CONTRACTOR shall indemnify and hold the AGENCY harmless from all claims for damages caused by such actions.

When the CONTRACTOR arranges for additional work areas and facilities temporarily required by him/her, he/she shall provide the AGENCY with proof that the additional work areas and/or facilities have been left in a condition satisfactory to the owner(s) of said work areas and/or facilities prior to acceptance of the work.

2-9 SURVEYING. The CONTRACTOR will provide all necessary construction surveying, staking or markings for locating the limits of construction and shall comply with the provisions of 2-9 of these Standard Specifications. The CONTRACTOR shall bear all costs for restaking or marking.

Construction surveys shall be done only under the direction of the Engineer by a Registered (licensed) Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the state. The AGENCY will provide available record map information. The CONTRACTOR is responsible for obtaining all necessary record maps, centerline ties and survey notes from Los Angeles County.

The CONTRACTOR and his surveyor shall provide the Engineer with a copy of the constructing staking field notes used to construct the improvements. In addition the CONTRACTOR shall also prove a plot of the improvements to be constructed based on the surveyor's construction staking and markings prior to the installation of the improvements. The plot shall be the same scale as the improvement plans.

2-9.1 Permanent Survey Markers. The CONTRACTOR shall notify the Engineer, or the owner on a Private Contract, at least 7 days before starting work to allow for the preservation of survey monuments, lot stakes (tagged), and bench marks.

The CONTRACTOR shall protect existing survey monuments, if any exist within the work limits, during the entire project. Asphalt overlaying of existing survey monuments in the roadway will not be

permitted. In the event a surveyed monument lies within an area to be cold planed, removed or reconstructed, the CONTRACTOR shall immediately notify the AGENCY's representative and protect said monument until the monument is relocated.

The CONTRACTOR shall reestablish destroyed survey monuments at the CONTRACTOR's expense.

The Engineer, or the owner at its cost, shall file a Corner Record Form referencing survey monuments subject to disturbance in the Office of the County Surveyor prior to the start of construction and also prior to the completion of construction for the replacement of survey monuments. The CONTRACTOR shall not disturb survey monuments, lot stakes (tagged), or bench marks without the consent of the Engineer or the owner on Private Contracts. The CONTRACTOR shall bear the expense of replacing any that may be disturbed without permission. Replacement shall be done only under the direction of the Engineer by Registered (licensed) Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the state.

When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument is located, the CONTRACTOR shall adjust the monument cover to the new grade within 7 days of finished paving unless otherwise specified.

2-9.2 Survey Service. The Engineer will oversee surveying adequate for construction. The CONTRACTOR shall preserve construction survey stakes and marks for the duration of their usefulness. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement shall be by the CONTRACTOR at his expense.

The CONTRACTOR shall notify the Engineer in writing at least 2 working days before survey services take place for the laying out of any portion of the Work. The CONTRACTOR shall dig all holes necessary for line and grade stakes.

Unless otherwise specified, stakes will be set and stationed by the CONTRACTOR for curbs, headers, sewers, storm drains, structures, and rough grade. A corresponding cut or fill to finished grade (or flowline) will be indicated on a grade sheet.

2-9.3 Line and Grade. The CONTRACTOR shall be responsible for all survey and layout of work.

The line and grades for construction will be parallel to and offset from the position of the work. From the established lines and grades, the CONTRACTOR shall extend the necessary lines and grades for construction of the work and shall be responsible for the correctness of same.

All work shall conform to the lines, elevations, and grades shown on the Plans.

Three consecutive points set on the same slope shall be used together so that any variation from a straight grade can be detected. Any such variation shall be reported to the Engineer. In the absence of such report, the CONTRACTOR shall be responsible for any error in the grade of the finished work.

Grades for underground conduits will be set at the surface of the ground. The CONTRACTOR shall transfer them to the bottom of the trench.

2-10 AUTHORITY OF COUNCIL AND ENGINEER. The City Council has the final authority in all matters affecting the Work. Within the scope of the Contract, the Engineer has the authority to enforce compliance with the Plans and Specifications. The CONTRACTOR shall promptly comply with instructions from the Engineer or an authorized representative.

The decision of the Engineer is final and binding on all questions relating to: quantities; acceptability of materials, equipment, or work; execution, progress or sequence of work; and interpretation of the Plans, Specifications, or other drawings. This shall be precedent to any payment under the Contract, unless otherwise ordered by the City Council.

2-11 INSPECTION. The Work is subject to inspection and approval by the Engineer. The CONTRACTOR shall notify the Engineer before noon of the working day before inspection is required. Work shall be done only in the presence of the Engineer, unless otherwise authorized. Any work done without proper inspection will be subject to rejection. The Engineer and any authorized representatives shall at all times have access to the Work during its construction at shops and yards as well as the project site. The CONTRACTOR shall provide every reasonable facility for ascertaining that the materials and workmanship are in accordance with these specifications. Inspection of the Work shall not relieve the CONTRACTOR of the obligation to fulfill all conditions of the Contract.

The AGENCY shall inspect for compliance with requirements for 8-hour days and 40-hour weeks on normal working days. The CONTRACTOR shall reimburse the AGENCY, at rates established by the AGENCY, for any additional inspection, including inspection on legal holidays.

SECTION 3 – CHANGES IN WORK

3-1 CHANGES REQUESTED BY THE CONTRACTOR.

3-1.1 General. Changes in the Plans and Specifications, requested in writing by the CONTRACTOR, which do not materially affect the Work and which are not detrimental to the Work or to the interests of the AGENCY, may be granted by the Engineer. Nothing herein shall be construed as granting a right to the CONTRACTOR to demand acceptance of such changes.

3-1.2 Payment for Changes Requested by the CONTRACTOR. If such changes are granted, they shall be made at a reduction in cost or no additional cost to the AGENCY.

3-2 CHANGES INITIATED BY THE AGENCY.

3-2.1 General. The AGENCY may change the Plans, Specifications, character of the work, or quantity of work provided the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed 25 percent of the Contract Price. Should it become necessary to exceed this limitation, the change shall be by written Supplemental Agreement between the CONTRACTOR and AGENCY, unless both parties agree to proceed with the change by Change Order.

Change Orders shall be in writing and state the dollar value of the change or establish the method of payment, any adjustment in the Contract time of completion, and when negotiated prices are involved, shall provide for the CONTRACTOR's signature indicating acceptance.

3-2.2 Contract Unit Prices.

3-2.2.1 General. If a change is ordered in an item of work covered by a Contract Unit Price, and such change does not involve substantial change in character of the work from that shown on the Plans or specified in the Specifications, then an adjustment in payment will be made. This adjustment will be based upon the increase or decrease in quantity and the Contract Unit Price.

If the actual quantity of an item of work covered by Contract Unit Price and constructed in conformance with the Plans and Specifications varies from the Bid quantity by 25 percent or less, payment will be made at the Contract Unit Price. If the actual quantity of said item of work varies from the Bid quantity by more than 25 percent, payment will be made per 3-2.2.2 or 3-2.2.3 as appropriate.

If a change is ordered in an item of work covered by a Contract Unit Price, and such change does involve a substantial change in the character of the work from that shown on the Plans or specified in the Specifications, an adjustment in payment will be made per 3-2.4.

3-2.2.2 Increases of More than 25 Percent. Should the actual quantity of an item of work covered by a Contract Unit Price and constructed in conformance with the Plans and

Specifications, exceed the Bid quantity by more than 25 percent, payment for the quantity in excess of 125 percent of the Bid quantity will be made on the basis of an adjustment in the Contract Unit Price mutually agreed to by the CONTRACTOR and the AGENCY, or at the option of the Engineer, on the basis of Extra Work per 3.3.

The Extra Work per 3-3, basis of payment, shall not include fixed costs. Fixed costs shall be deemed to have been recovered by the CONTRACTOR through payment for 125 percent of the Bid quantity at the Contract Unit Price.

3-2.2.3 Decreases of More Than 25 Percent. Should the actual quantity of an item of work covered by a Contract Unit Price, and constructed in conformance with the Plans and Specifications, be less than 75 percent of the Bid quantity, an adjustment in payment will not be made unless so requested in writing by the CONTRACTOR. If the CONTRACTOR so requests, payment will be made on the basis of an adjustment in the Contract Unit Price mutually agreed to by the CONTRACTOR and the AGENCY, or at the option of the Engineer, on the basis of Extra Work per 3.3; however, in no case will payment be less than would be made for the actual quantity at the Contract Unit Price nor more than would be made for 75 percent of the Bid quantity at the Contract Unit Price.

3-2.3 Stipulated Unit Prices. Stipulated Unit Prices are unit prices established by the AGENCY in the Contract Documents. Stipulated Unit Prices may be used for the adjustment of Contract changes when so specified in the Special Provisions.

3-2.4 Agreed Prices. Agreed Prices are prices for new or unforeseen work, or adjustments in Contract Unit Prices per 3-2.2, established by mutual agreement between the CONTRACTOR and the AGENCY. If mutual agreement cannot be reached, the Engineer may direct the CONTRACTOR to proceed on the basis of Extra Work in accordance per 3-3, except as otherwise specified in 3-2.2.2 and 3-2.2.3.

3-2.5 Eliminated Items. Should any Bid item be eliminated in its entirety, payment will be made to the CONTRACTOR for its actual costs incurred in connection with the eliminated item prior to notification in writing from the Engineer so stating its elimination.

If material conforming to the Plans and Specifications is ordered by the CONTRACTOR for use in the eliminated item prior to the date of notification of elimination by the Engineer, and if the order for the material cannot be canceled, payment will be made to the CONTRACTOR for the actual cost of the materials. In this case, the material shall become the property of the AGENCY. Payment will be made to the CONTRACTOR for its actual costs for any further handling. If the material is returnable, the materials shall be returned and payment will be made to the CONTRACTOR for the actual cost of charges made by the supplier for returning the material and for handling by the CONTRACTOR.

Actual costs, as used herein, shall be computed on the basis of Extra Work per 3-3.

3-3 EXTRA WORK.

3-3.1 General. New or unforeseen work will be classified as "extra work" when the Engineer determines that it is not covered by the Contract Unit Prices or stipulated unit prices.

3-3.2 Payment.

3-3.2.1 General. When the price for the extra work cannot be agreed upon, the AGENCY will pay for the extra work based on the accumulation of costs as provided herein.

3-3.2.2 Basis for Establishing Costs.

(a) Labor. The costs of labor will be the actual costs for wages of workers performing the extra work at the time the extra work is done, plus employer payments of payroll taxes,

workers compensation insurance, liability insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs, resulting from Federal, State, or local laws, as well as assessments or benefits required by lawful collection bargaining agreements.

The use of a labor classification which would increase the extra work cost will not be permitted unless the CONTRACTOR establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental. The labor costs for foremen shall be proportioned to all of their assigned work and only that applicable to extra work will be paid.

Nondirect labor costs, including superintendence, shall be considered part of the markup of 3-3.2.3(a).

(b) Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the job site in the quantities involved, plus sales tax, freight, and delivery.

The AGENCY reserves the right to approve materials and sources of supply, or to supply materials to the CONTRACTOR if necessary for the progress of the Work. No markup shall be applied to any materials provided by the AGENCY.

(c) Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of $200 or less.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed.

The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Necessary loading and transportation costs for equipment used on the extra work shall be included.

If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the AGENCY than holding it at the Work site, it shall be returned, unless the CONTRACTOR elects to keep it at the Work site, at no expense to the AGENCY.

All equipment shall be acceptable to the Engineer, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and approved modifications shall be used to classify equipment and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

The reported rental time for equipment already at the Work site shall be the duration of its use on the extra work. This time begins when equipment is first put into actual operation on the extra work, plus the time required to move it from its previous site and back, or to a closer site.

(d) Other Items. The AGENCY may authorize other items which may be required on the extra work, including labor, services, materials, and equipment. These items must be different in their nature from those required for the Work, and be of a type not ordinarily available from the CONTRACTOR of Subcontractors.

Invoices covering all such items in detail shall be submitted with the request for payment.

(e) Invoices. Vendors' invoices for materials, equipment rental and other expenditures shall be submitted with the request for payment. If the request for payment is not substantiated by invoices or other documentation, the AGENCY may establish the cost of the item involved at the lowest price which was current at the time of the report.

3-3.2.3 Markup.

(a) Work by CONTRACTOR. Unless otherwise provided in the Special Provisions, a reasonable allowance for overhead and profit shall be added to the CONTRACTOR's costs as determined under 3-3.2.2 and shall constitute the markup for all overhead and profit on work by the CONTRACTOR. The CONTRACTOR shall also be compensated for the actual increase in the CONTRACTOR's bond premium caused by the extra work.

(b) Work by Subcontractor. When any of the extra work is performed by a Subcontractor, the markup established in 303.2.3(a) shall be applied to the Subcontractor's costs as determined under 3-3.2.2. Unless otherwise provided in the Special Provisions, a reasonable allowance for the CONTRACTOR's overhead and profit shall be added to the sum of the Subcontractor's costs and markup and shall constitute the markup for all overhead and profit for the CONTRACTOR on work by the Subcontractor.

3-3.3 Daily Reports by CONTRACTOR. When the price for the extra work cannot be agreed upon, the CONTRACTOR shall submit a daily report to the Engineer on forms approved by the AGENCY. Included are applicable delivery tickets, listing all labor, materials, and equipment involved for that day, and other services and expenditures when authorized. Failure to submit the daily report by the close of the next working day may waive any rights for that day. An attempt shall be made to reconcile the report daily, and it shall be signed by the Engineer and the CONTRACTOR. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by Subcontractors or others shall be submitted through the CONTRACTOR.

The report shall:

1. Show names of workers, classifications, and hours worked.
2. Describe and list quantities of materials used.
3. Show type of equipment, size, identification number, and hours of operations, including loading and transportation, if applicable.
4. Describe other services and expenditures in such detail as the AGENCY may require.

3-4 CHANGED CONDITIONS. The CONTRACTOR shall promptly notify the Engineer of the following Work site conditions (hereinafter called changed conditions), in writing, upon their discovery and before they are disturbed.

1. Subsurface or latent physical conditions differing materially from those represented in the Contract;
2. Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character being performed; and
3. Material differing from that represented in the Contract which the CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

The Engineer will promptly investigate conditions which appear to be changed conditions. If the Engineer determines that the conditions are changed conditions and will materially affect costs, a Change Order will be issued adjusting the compensation for such portion of the Work in accordance with 3-2.2. If the Engineer determines that conditions are changed conditions and they will materially affect performance

time, the CONTRACTOR, upon submitting a written request, will be granted an extension of time subject to the provisions of 6-6.

If the Engineer determines that the conditions do not justify an adjustment in compensation, the CONTRACTOR will be notified in writing. This notice will also advise the CONTRACTOR of its obligation to notify the Engineer in writing if the CONTRACTOR disagrees.

Should the CONTRACTOR disagree with the decision, it may submit a written notice of potential claim to the Engineer before commencing the disputed work. In the event of such a dispute, the CONTRACTOR shall not be excused from any scheduled completion date provided by the Contract and shall proceed with all work to be performed under the Contract. However, the CONTRACTOR shall retain any and all rights provided by either Contract or law which pertain to the resolution of disputes and protests between the contracting parties. The CONTRACTOR shall proceed as provided in 3-5.

The CONTRACTOR's failure to give notice of changed conditions promptly upon their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith.

3-5 DISPUTED WORK. If the CONTRACTOR and the AGENCY are unable to reach agreement on disputed work, the AGENCY may direct the CONTRACTOR to proceed with the work. Payment shall be as later determined by mediation or arbitration, if the AGENCY and CONTRACTOR agree thereto, or as fixed in a court of law.

Although not to be construed as proceeding under extra work provisions, the CONTRACTOR shall keep and furnish records of disputed work in accordance with 3-3.

SECTION 4 – CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP.

4-1.1 General. All materials, parts, and equipment furnished by the CONTRACTOR in the Work shall be new, high grade, and free from defects. Quality of work shall be in accordance with the generally accepted standards. Materials and work quality shall be subject to the Engineer's approval.

Materials and work quality not conforming to the requirements of the Specifications shall be considered defective and will be subject to rejection. Defective work or material, whether in place or not, shall be removed immediately from the site by the CONTRACTOR, at its expense, when so directed by the Engineer.

If the CONTRACTOR fails to replace any defective or damaged work or materials after reasonable notice, the Engineer may cause such work or materials to be replaced. The replacement expense will be deducted from the amount to be paid to the CONTRACTOR.

Used or secondhand materials, parts, and equipment may be used only if permitted by the Specifications.

The CONTRACTOR and all subcontractors, suppliers, and vendors, shall guarantee that the entire Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship. The CONTRACTOR, at no cost to the AGENCY, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one year after the date of recordation of the Notice of Completion. Within this one year period, the CONTRACTOR shall also restore to full compliance with the requirements of this Contract any portion of the Work which is found not to meet those requirements. The CONTRACTOR shall defend, indemnify, and hold the AGENCY, its officers, agents, and employees harmless from claims of any kind due to injuries or damages arising, directly or indirectly, from said defects or noncompliance.

The CONTRACTOR shall make all repairs, replacements, and restorations within thirty-five (35) days after the date of the Engineer's written notice.

If, in the opinion of the Engineer, the defective work is not of sufficient magnitude or importance to make the work dangerous or undesirable, or if, in the opinion of the Engineer, the removal of such work is impractical or will create conditions which are dangerous or undesirable, the AGENCY shall have the right and authority to retain such work instead of requiring it to be removed and reconstructed, but will make such deductions thereof in the payments due or to become due to the CONTRACTOR as the AGENCY may deem just and reasonable.

4-1.2 Protection of Work and Materials. The CONTRACTOR shall provide and maintain storage facilities and employ such measures as will preserve the specified quality and fitness of materials to be used in the Work. Stored materials shall be reasonably accessible for inspection. The CONTRACTOR shall also adequately protect new and existing work and all items of equipment for the duration of the Contract.

The CONTRACTOR shall not, without the AGENCY's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the Contract.

4-1.3 Inspection Requirements.

4-1.3.1 General. Unless otherwise specified, inspection is required at the source for such typical materials and fabricated items as bituminous paving mixtures, structural concrete, metal fabrication, metal casting, welding, concrete pipe manufacture, protective coating application, and similar shop or plant operations.

Steel pipe in sizes less than 450 mm (18 inches) and vitrified clay and cast iron pipe in all sizes are acceptable upon certification as to compliance with the specifications, subject to sampling and testing by the AGENCY. Standard items of equipment such as electric motors, conveyors, elevators, plumbing fixtures, etc., are subject to inspection at the job site only. Special items of equipment such as designed electrical panel boards, large pumps, sewage plant equipment, etc., are subject to inspection at the source, normally only for performance testing. The Specifications may require inspection at the source for other items not typical of those listed in this section.

4-1.3.2 Inspection of Materials Not Locally Produced. When the CONTRACTOR intends to purchase materials, fabricated products, or equipment from sources located more than 80 km (50 miles) outside the geographical limits of the AGENCY, an inspector or accredited testing laboratory (approved by the Engineer), shall be engaged by the CONTRACTOR at its expense, to inspect the materials, equipment or process. This approval shall be obtained before producing any material or equipment. The inspector or representative of the testing laboratory shall judge the materials by the requirements of the Plans and Specifications. The CONTRACTOR shall forward reports required by the Engineer. No materials or equipment shall be shipped nor shall any processing, fabrication or treatment of such materials be done without proper inspection by the approved agent. Approval by said agent shall not relieve the CONTRACTOR of responsibility for complying with the Contract requirements.

4-1.3.3 Inspection by the AGENCY. The AGENCY will provide all inspection and testing laboratory services within 80 km (50 miles) of the geographical limits of the AGENCY. For private contracts, all costs of inspection at the source, including salaries and mileage costs, shall be paid by the permittee.

4-1.4 Test of Materials. Before incorporation in the Work, the CONTRACTOR shall submit samples of materials, as the Engineer may require, at no cost to the AGENCY. The CONTRACTOR, at tis expense, shall deliver the materials for testing to the place and at the time designated by the Engineer.

Except as elsewhere specified, the AGENCY will bear the cost of testing material and/or workmanship which meet or exceed the requirements indicated in the Standard Specifications and the Special Provisions. The CONTRACTOR shall bear the cost of all other tests, including the retesting of material or workmanship that fails to pass the first test.

The CONTRACTOR shall notify the Engineer in writing, at least 15 days in advance, of its intention to use materials for which tests are specified, to allow sufficient time to perform the tests. The notice shall name the proposed supplier and source of material.

If the notice of intent to use is sent before the materials are available for testing or inspection, or is sent so far in advance that the materials on hand at the time will not last but will be replaced by a new lot prior to use on the Work, it will be the CONTRACTOR's responsibility to renotify the Engineer when samples which are representative may be obtained.

There will be inspection of this project to ensure strict adherence to these specifications. During the course of work, CONTRACTOR shall be responsible for calling the Project Engineer for testing and inspection (48) hours in advance. Work not properly tested and inspected will be subject to rejection.

Any work done in unauthorized areas or in a manner unacceptable to the inspector may not be accepted and/or paid for.

4-1.5 Certification. The Engineer may waive materials testing requirements of the Specifications and accept the manufacturer's written certification that the materials to be supplied meet those requirements. Materials test data may be required as part of the certification.

4-1.6 Trade Names or Equals. The CONTRACTOR may supply any of the materials specified or offer an equivalent. The Engineer shall determine whether the material offered is equivalent to that specified. Adequate time shall be allowed for the Engineer to make this determination.

Whenever any particular material, process, or equipment is indicated by patent, proprietary or brand name, or by name of manufacturer, such wording is used for the purpose of facilitating its description and shall be deemed to be followed by the words **or equal**. A listing of materials is not intended to be comprehensive, or in order of preference. The CONTRACTOR may offer any material, process, or equipment considered to be equivalent to that indicated. Approval of equipment and materials offered as equivalents to those specified must be obtained prior to the opening of bids as set forth in the Instructions to Bidders.

The CONTRACTOR shall, at its expense, furnish data concerning items offered by it as equivalent to those specified. The CONTRACTOR shall have the material tested as required by the Engineer to determine that the quality, strength, physical, chemical, or other characteristics, including durability, finish, efficiency, dimensions, service, and suitability are such that the item will fulfill its intended function.

Test methods shall be subject to the approval of the Engineer. Test results shall be reported promptly to the Engineer, who will evaluate the results and determine if the substitute item is equivalent. The Engineer's findings shall be final. Installation and use of a substitute item shall not be made until approved by the Engineer.

If a substitute offered by the CONTRACTOR is not found to be equal to the specified material, the CONTRACTOR shall furnish and install the specified material.

The specified Contract completion time shall not be affected by any circumstance developing from the provisions of this section.

Along with information supplied by the CONTRACTOR regarding equivalency of the proposed item, the CONTRACTOR shall clearly identify all deviations from the specified item. Deviations discovered by the Engineer after acceptance of an "or equal" item which were not identified by the

CONTRACTOR with his/her submittal shall be cause for rejection of the "or equal" item. CONTRACTOR shall be due no additional compensation in time or money for acceptance or rejection of a proposed "or equal" item and subsequent replacement with the item specified. CONTRACTOR shall pay cost to AGENCY for items requiring more than two submittals and analysis of any shop drawing which requires more than a general review of an "or equal" item.

4-1.7 Weighing and Metering Equipment. All scales and metering equipment used for proportioning materials shall be inspected for accuracy and certified within the past 12 months by the State of California Bureau of Weights and Measures, by the County Director or Sealer of Weights and Measures, or by a scale mechanic registered with or licensed by the County.

The accuracy of the work of a scale service AGENCY, except as stated herein, shall meet the standards of the California Business and Professions Code and the California Code of Regulations pertaining to weighing devices. A certificate of compliance shall be presented, prior to operation, to the Engineer for approval and shall be renewed whenever required by the Engineer at no cost to the AGENCY.

All scales shall be arranged so they may be read easily from the operator's platform or area. They shall indicate the true net weight without the application of any factor. The figures of the scales shall be clearly legible. Scales shall be accurate to within 1 percent when tested with the plant shut down. Weighing equipment shall be so insulated against vibration or moving of other operating equipment in the plant area that the error in weighing with the entire plant running will not exceed 2 percent for any setting nor 1.5 percent for any batch.

4-1.8 Calibration of Testing Equipment. Testing equipment, such as, but not limited to pressure gages, metering devices, hydraulic systems, force (load) measuring instruments, and strain-measuring devices shall be calibrated by a testing AGENCY acceptable to the Engineer at intervals not to exceed 12 months and following repairs, modification, or relocation of the equipment. Calibration certificates shall be provided when requested by the Engineer.

4-1.9 Construction Materials Dispute Resolution (Soils, Rock Materials, Concrete, Mortar and Related Materials, Masonry Materials, Bituminous Materials, Rock Products, and Modified Asphalts). In the interest of safety and public value, whenever credible evidence arises to contradict the test values of materials, the AGENCY and the CONTRACTOR will initiate an immediate and cooperative investigation. Test values of materials are results of the materials' tests, as defined by these Specifications or by the special provisions, required to accept the Work. Credible evidence is process observations or test values gathered using industry accepted practices. A contradiction exists whenever work acceptance or performance becomes suspect. The investigation shall allow access to all test results, procedures, and facilities relevant to the disputed work and consider all available information and, when necessary, gather new and additional information in an attempt to determine the validity, the cause, and if necessary, the remedy to the contradiction. If the cooperative investigation reaches any resolution mechanism acceptable to both the AGENCY and the CONTRACTOR, the contradiction shall be considered resolved and the cooperative investigation concluded.

Whenever the cooperative investigation is unable to reach resolution, the investigation may then either conclude without resolution or continue by written notification of one party to the other requesting the implementation of a resolution process by committee. The continuance of the investigation shall be contingent upon recipient's agreement and acknowledged in writing within 3 calendar days after receiving a request. Without acknowledgement, the investigation shall conclude without resolution. The committee shall consist of three State of California Registered Civil Engineers. Within 7 calendar days after the written request notification, the AGENCY and the CONTRACTOR will each select one engineer. Within 14 calendar days of the written request notification, the two selected engineers will select a third engineer. The goal in selection of the third

member is to complement the professional experience of the first two engineers. Should the two engineers fail to select the third engineer, the AGENCY and the CONTRACTOR shall each propose 2 engineers to be the third member within 21 calendar days after the written request notification. The first two engineers previously selected shall then select one of the court proposed engineers in a blind draw.

The committee shall be a continuance of the cooperative investigation and will re-consider all available information and if necessary gather new and additional information to determine the validity, the cause, and if necessary, the remedy to the contradiction. The committee will focus upon the performance adequacy of the material(s) using standard engineering principles and practices and to ensure public value, the committee may provide engineering recommendations as necessary. Unless otherwise agreed, the committee will have 30 calendar days from its formation to complete their review and submit their findings. The final resolution of the committee shall be by majority opinion, in writing, stamped and signed. Should the final resolution not be unanimous, the dissenter may attach a written, stamped, and signed minority opinion.

Once started, the resolution process by committee shall continue to full conclusion unless:

1. Within 7 days of the formation of the committee, the AGENCY and the CONTRACTOR reach an acceptable resolution mechanism; or
2. Within 14 days of the formation of the committee, the initiating party withdraws its written notification and agrees to bear all investigative related costs thus far incurred; or
3. At any point by the mutual agreement of the AGENCY and the CONTRACTOR.

Unless otherwise agreed, the CONTRACTOR shall bear and maintain a record for all the investigative costs until resolution. Should the investigation discover assignable causes for the contradiction, the assignable party, the AGENCY or the CONTRACTOR, shall bear all costs associated with the investigation. Should assignable causes for the contradiction extended to both parties, the investigation will assign costs cooperatively with each party or when necessary, equally. Should the investigation substantiate a contradiction without assignable cause, the investigation will assign costs cooperatively with each party or when necessary, equally. Should the investigation be unable to substantiate a contradiction, the initiator of the investigation shall bear all investigative costs. All claim notification requirements of the contract pertaining to the contradiction shall be suspended until the investigation is concluded.

SECTION 5 – UTILITIES

5-1 LOCATION. The Permittee (in the case of Private Contracts) and the AGENCY, will search known substructure records and furnish the CONTRACTOR with copies of documents which describe the location of utility substructures, or will indicate on the Plans for the project those substructures (except for service connections) which may affect the Work. Information regarding removal, relocation, abandonment, or installation of new utilities will be furnished to prospective bidders.

Where underground main distribution conduits such as water, gas, sewer, electric power, telephone, or cable television are shown on the Plans, the CONTRACTOR shall assume that every property parcel will be served by a service connection for each type of utility.

As provided in Section 4216 of the California Government Code, at least 2 working days prior to commencing any excavation, the CONTRACTOR shall contact the regional notification center (Underground Service Alert of Northern California) and obtain an inquiry identification number.

The California Department of Transportation is not required by Section 4216 to become a member of the regional notification center. The CONTRACTOR shall contact it for location of is subsurface installations.

The CONTRACTOR shall determine the location and depth of all utilities, including service connections, which have been marked by the respective owners and which may affect or be affected by its operations. If no pay item is provided in the Contract for this work, full compensation for such work shall be considered as included in the prices bid for other items of work.

5-1.1 Mandatory Notification Prior To Excavation. The Contractor's attention is directed to Section 4215.5 through 4217 of the Government Code of the State of California. This requires that two (2) working days prior to commencing any excavation "Underground Service Alert of Northern California" (USA) shall be notified by phone, toll free 1-800-227-2600, for the assignment of an Inquiry Identification Number.

Construction CONTRACTOR shall contact all utility companies at least five (5) working days prior to commencing work and shall verify the location of any known utilities and determine whether or not a representative of each company will be present during excavation.

The known public utilities are:

City of Auburn (sewer and storm drain):	Russell Koch (530) 823-4211 x130
Placer County Water Agency (PCWA):	144 Ferguson Road, P.O. Box 6570, Auburn, CA 95604, Tel - 530-823-4850
PG&E (gas & electric):	343 Sacramento Street, Auburn, CA 95603 Tel – 530-889-3190
AT&T:	2823 Bell Road, Auburn, CA 95603 Tel - 530-885-7702, 800-288-2020
WAVE Broadband:	1015 Lincoln way, Auburn, CA 95603 Tel - 866-928-3123

The CONTRACTOR shall coordinate construction with public utility relocation activities.

The existing subsurface utilities shown have been indicated, based on the best available record information. However, to avoid or resolve any interference problems between these existing utilities and the proposed work, the CONTRACTOR shall field verify the vertical and horizontal locations of all utilities, such as water lines and water services, electronic conduits, telephone and television cable, storm drain facilities, and all other facilities and obstructions prior to beginning any excavations. If conflicts exist, revised grades and/or alignments may be established, if required. **Such field verification shall require exposing these utilities prior to the start of construction.**

Special reference is hereby made to Section 5-2, "Protection," of these Standard Specifications with respect to the protection, repair, and replacement of existing subsurface utilities.

Additionally, the CONTRACTOR shall also notify the following local entities of his/her schedule fourteen (14) days prior to commencing work, including local refuse collectors, street sweepers, the Post Office, Public Schools, and Bus Companies:

City of Auburn Police Department:	**(530) 823-4211**
City of Auburn Fire Department:	**(530) 823-4211**
City of Auburn Public Works Department:	**(530) 823-4211**
CalFire:	**(530) 745-3575**

Placer County Transit:	**(530) 745-7570**
Mid-Placer Public School Transportation Agency:	**(530) 823-4820**
Auburn Union School District:	**(530) 885-7242**
Placer Union School District	**(530) 886-4400**
Recology Auburn Placer:	**(530) 885-3735**
U.S. Post Office:	**(530) 885-7837**
Placer County Transit:	**(530) 885-2877**

No excavation shall commence unless the CONTRACTOR has obtained the USA Inquiry Identification Number.

5-1.2 Accuracy Of Utilities Information. The locations of known existing major utilities, whether above ground or underground, are indicated on the plans. Information and data reflected in the Contract Documents with respect to underground and above ground utilities at or contiguous to the site is based upon information and data furnished to the City and the Engineer by the owners of such utilities, and the City does not assume responsibility for the accuracy or completeness thereof. The CONTRACTOR shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.

The CONTRACTOR shall be responsible for determining the location and depth of all underground facilities, including service connections, which may affect or be affected by his/her operations and he/she shall include the cost to pothole all utilities within the limits of work in his/her bid. If an existing utility line, which has been marked by Underground Service Alert or is shown on the plans, is damaged by the CONTRACTOR, the CONTRACTOR shall repair the line and bear the cost thereof.

CONTRACTOR shall be aware that electrical conduits between street and traffic lights may exist beneath pavement and/or sidewalk in areas where such lights are in place and that said conduits are not shown on these plans.

In the event that the CONTRACTOR damages any existing utility lines that are not shown, shown incorrectly or the locations of which are not made known to the CONTRACTOR prior to excavation, a telephone call and written report shall be made immediately to the Utility owner, the Engineer, and to the City. If directed by the City, the CONTRACTOR shall make repairs under the provisions for changes and extra work contained in **SECTION 3 - CHANGES IN WORK** of these Standard Specifications.

5-2 PROTECTION.

Excavation, trenching, bedding and backfill construction shall be in accordance with the Contract Documents, applicable City requirements, the Standard Specifications, and the project drawings. All trenching including that for water, sewer, storm drain and utility conduits and all service connections and meter boxes (not permitted in driveways) shall be completed and inspected and approved by the agency having jurisdiction, and the structural backfill inspected and tested for compaction and approved before aggregate base, paving, and other permanent surface construction may commence.

Bedding and backfill material shall be tested by the CONTRACTOR to establish a procedure and to control his operations. Compliance testing will be performed by the Soil Engineer.

The CONTRACTOR shall not interrupt the service function or disturb the support of any utility without authority from the owner or order from the AGENCY. All valves, switches, vaults, and meters shall be maintained readily accessible for emergency shutoff.

Where protection is required to ensure support of utilities located as shown on the Plans or in accordance with 5-1, the CONTRACTOR shall, unless otherwise provided, furnish and place the necessary protection at its expense.

Upon learning of the existence and location of any utility omitted from or sown incorrectly on the Plans, the CONTRACTOR shall immediately notify the Engineer in writing. When authorized by the Engineer, support or protection of the utility will be paid for as provided in 3-2.2.3 or 3-3.

The CONTRACTOR shall immediately notify the Engineer and the utility owner if any utility is disturbed or damaged. The CONTRACTOR shall bear the costs of repair or replacement of any utility damaged.

Where concrete is used for backfill or for structures which would result in embedment, or partial embedment, of a metallic utility installation; or where the coating, bedding or other cathodic protection system is exposed or damaged by the CONTRACTOR's operations, the CONTRACTOR shall notify the Engineer and arrange to secure the advice of the affected utility owner regarding the procedures required to maintain or restore the integrity of the system.

5-3 REMOVAL. Unless otherwise specified, the CONTRACTOR shall remove all interfering portions of utilities shown on the Plans or indicated in the Bid documents as "abandoned" or "to be abandoned in place". Before starting removal operations, the CONTRACTOR shall ascertain from the AGENCY whether the abandonment is complete, and the costs involved in the removal and disposal shall be included in the Bid for the items of work necessitating such removals.

5-4 RELOCATION. When feasible, the owners responsible for utilities within the area affected by the Work will complete their necessary installations, relocations, repairs, or replacements before commencement of work by the CONTRACTOR. When the Plans or Specifications indicate that a utility installation is to be relocated, altered, or constructed by others, the AGENCY will conduct all negotiations with the owners and work will be done at no cost to the CONTRACTOR, except as provided in 301-1.6. Utilities which are relocated in order to avoid interference shall be protected in their position and the cost of such protection shall be included in the Bid for the items of work necessitating such relocation.

After award of the Contract, portions of utilities which are found to interfere with the Work will be relocated, altered or reconstructed by the owners, or the Engineer may order changes in the Work to avoid interference. Such changes will be paid for in accordance with 3-2.

When the Plans of Specifications provide for the CONTRACTOR to alter, relocate, or reconstruct a utility, all costs for such work shall be included in the Bid for the items of work necessitating such work. Temporary or permanent relocation or alteration of utilities requested by the CONTRACTOR for its convenience shall be its responsibility and it shall make all arrangements and bear all costs.

The utility owner will relocate service connections as necessary within the limits of the Work or within temporary construction or slope easements. When not otherwise required by the plans and specifications and when directed by the Engineer, the CONTRACTOR shall arrange for the relocation of service connections as necessary between the meter and property line, or between the meter and limits of construction. The relocation of such service connections will be paid for in accordance with provisions of 3-3. Payment will include the restoration of all existing improvements which may be affected thereby. The CONTRACTOR may agree with the owner of any utility to disconnect and reconnect interfering service connections. The AGENCY will not be involved in any such agreement.

5-5 DELAYS. The CONTRACTOR shall notify the Engineer of its construction schedule insofar as it affects the protection, removal, or relocation of utilities. Said notification shall be included as a part of the construction schedule required in 6-1. The CONTRACTOR shall notify the Engineer in writing of any subsequent changes in the construction schedule which will affect the time available for protection, removal, or relocation of utilities.

The CONTRACTOR will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted, and completed in accordance with 5-1.

The CONTRACTOR may be given an extension of time for unforeseen delays attributable to unreasonably protracted interference by utilities in performing work correctly shown on the Plans.

The AGENCY will assume responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities within the area affected by the Work if such utilities are not identified in Contract Documents. The CONTRACTOR will not be assessed liquidated damages for any delay caused by failure of AGENCY to provide for the timely removal, relocation, or protection of such existing facilities.

5-6 COOPERATION. When necessary, the CONTRACTOR shall so conduct its operations as to permit access to the Work site and provide time for utility work to be accomplished during the progress of the Work.

SECTION 6 – PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.

6-1.1 Pre-Construction Meeting And Submittal. A pre-construction meeting will be conducted by the City prior to commencement of construction at a time and place designated by the City. Those attending the meeting shall include, but not be limited to, the following:

a. The CONTRACTORs representative(s)

b. Sub-CONTRACTORs representative(s), if needed

c. City of Auburn Director of Public Works

d. City of Auburn Project Manager

e. The Design Engineers

f. The Construction Engineers

g. The affected utility companies representatives

h. City of Auburn Public Works Inspectors

i. Caltrans' inspector and/or representative(s) if applicable

One week prior to this meeting the CONTRACTOR shall submit the following:

1. Construction Schedule
2. Traffic Control Plan
3. Emergency Contact List
4. List of Subcontractors
5. Storm Water Pollution Prevention Plan (SWPPP)

6-1.2 CONSTRUCTION SCHEDULE. After notification of award and prior to start of any work, the CONTRACTOR shall submit its proposed construction schedule to the Engineer for approval. The construction schedule shall be in the form of a tabulation, chart, or graph and shall be in sufficient detail to show chronological relationship of all activities of the project. These include, but are not limited to: estimated starting and completion dates of various activities, submittal of shop drawings to the Engineer for approval, procurement of materials and scheduling of equipment. The construction schedule shall recognize the requirements of 5-5 and reflect completion of all work under the Contract within the specified time and in accordance with the Specifications.

Unless otherwise provided, the Contract time shall commence upon the date of issuance of a notice to proceed. The Work shall start within 15 days thereafter, and be diligently prosecuted to completion within the time provided in the Specifications.

If the CONTRACTOR desires to make a major change in the method of operations after commencing construction, or if the schedule fails to reflect the actual progress, the CONTRACTOR shall submit to the Engineer a revised construction schedule in advance of beginning revised operations.

The Engineer may waive these requirements for work constructed under permit.

Prior to issuing the Notice to Proceed, the Engineer will schedule and conduct a pre-construction meeting with the CONTRACTOR to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures.

6-1.3 Emergency Contact List. The CONTRACTOR shall provide the following information in writing and submit it with the signed contract, contract bonds and certificates of insurance. Failure to comply may result in delays in the processing of the contract documents.

1. Name of authorized representative at the job site.
2. Address and telephone number where the above person can be reached 24 hours a day.
3. Address of the nearest office of the CONTRACTOR, if any, and the name and telephone number of a person at that office who is familiar with the project.
4. Address and telephone number of the CONTRACTOR's main office and the name and telephone number of the person at that office familiar with the project.

6-2 PROSECUTION OF WORK. To minimize public inconvenience and possible hazard and to restore street and other work areas to their original condition and state of usefulness as soon as practicable, the CONTRACTOR shall diligently prosecute the Work to completion. If the Engineer determines that the CONTRACTOR is failing to prosecute the Work to the proper extent, the CONTRACTOR shall, upon orders from the Engineer, immediately take steps to remedy the situation. All costs of prosecuting the Work as described herein shall be included in the CONTRACTOR's Bid. Should the CONTRACTOR fail to take the necessary steps to fully accomplish said purposes, after orders of the Engineer to do so, the AGENCY may suspend the work in whole or in part, until the CONTRACTOR takes said steps at no cost to the AGENCY.

As soon as possible under the provisions of the Specifications, the CONTRACTOR shall backfill all excavations and restore to usefulness all improvements existing prior to the start of the Work.

If Work is suspended through no fault of the AGENCY, all expenses and losses incurred by the CONTRACTOR during such suspensions shall be borne by the CONTRACTOR. If the CONTRACTOR fails to properly provide for public safety, traffic, and protection of the Work during periods of suspension, the AGENCY may elect to do so, and deduct the cost thereof from monies due the CONTRACTOR. Such actions will not relieve the CONTRACTOR from liability.

The CONTRACTOR shall submit monthly progress reports to the Engineer by the tenth day of each month. The report shall include an updated construction schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-3 SUSPENSION OF WORK.

6-3.1 General. The Work may be suspended in whole or in part when determined by the Engineer that the suspension is necessary in the interest of the AGENCY. The CONTRACTOR shall comply immediately with any written order of the Engineer. Such suspension shall be without liability to the CONTRACTOR on the part of the AGENCY except as otherwise specified in 6-6.3.

6-3.2 Archaeological and Paleontological Discoveries. If discovery is made of items of archaeological or paleontological interest, the CONTRACTOR shall immediately cease excavation in the area of discovery and shall not continue until ordered by the Engineer. When resumed, excavation operations within the area of discovery shall be as directed by the Engineer.

Discoveries which may be encountered may include, but not be limited to, dwelling sites, stone implements or other artifacts, animal bones, human bones, and fossils.

The CONTRACTOR shall be entitled to an extension of time and compensation in accordance with the provisions of 6-6.

6-4 DEFAULT BY CONTRACTOR. If the CONTRACTOR fails to begin delivery of material and equipment, to commence the Work within the time specified, to maintain the rate of delivery of material, to execute the Work in the manner and at such locations as specified, or fails to maintain the Work schedule which will insure the AGENCY's interest, or, if the CONTRACTOR is not carrying out the intent of the Contract, the AGENCY may serve written notice upon the CONTRACTOR and the Surety on its Faithful Performance Bond demanding satisfactory compliance with the Contract.

The Contract may be canceled by the City Council without liability for damage, when in the City Council's opinion the CONTRACTOR is not complying in good faith, has become insolvent, or has assigned or subcontracted any part of the Work without the City Council's consent. In the event of such cancellation, the CONTRACTOR will be paid the actual amount due based on Contract Unit Prices or lump sums bid and the quantity of the Work completed at the time of cancellation, less damages caused to the AGENCY by acts of the CONTRACTOR. The CONTRACTOR, in having tendered a Bid, shall be deemed to have waived any and all claims for damages because of cancellation of Contract for any such reason. If the AGENCY declares the Contract canceled for any of the above reasons, written notice to that effect shall be served upon the Surety. The Surety shall, within 5 days, assume control and perform the Work as successor to the CONTRACTOR.

If the Surety assumes any part of the Work, it shall take the CONTRACTOR's place in all respects for that part, and shall be paid by the AGENCY for all work performed by it in accordance with the Contract. If the Surety assumes the entire Contract, all money due the CONTRACTOR at the time of its default shall be payable to the Surety as the Work progresses, subject to the terms of the Contract.

If the Surety does not assume control and perform the Work within 5 days after receiving a notice of cancellation, or fails to continue to comply, the AGENCY may exclude the Surety from the premises. The AGENCY may then take possession of all material and equipment and complete the Work by AGENCY forces, by letting the unfinished Work to another CONTRACTOR, or by a combination of such methods. In any event, the cost of completing the Work shall be charged against the CONTRACTOR and its Surety and may be deducted from any money due or becoming due from the AGENCY. If the sums due under the Contract are insufficient for completion, the CONTRACTOR or Surety shall pay to the AGENCY within 5 days after the completion, all costs in excess of the sums due.

The provisions of this subsection shall be in addition to all other rights and remedies available to the AGENCY under law.

6-5 TERMINATION OF THE CONTRACT. The City Council may terminate the Contract at its own discretion or when conditions encountered during the Work make it impossible or impracticable to proceed, or when the AGENCY is prevented from proceeding with the Contract by act of God, by law, o9r by official action of a public authority.

6-6 DELAYS AND EXTENSIONS OF TIME.

6-6.1 General. If delays are caused by unforeseen events beyond the control of the CONTRACTOR, such delays will entitle the CONTRACTOR to an extension of time as provided herein, but the CONTRACTOR will not be entitled to damages or additional payment due to such delays, except as provided in 6-6.3. Such unforeseen events may include: war, government regulations, labor disputes, strikes, fires, floods, adverse weather or elements necessitating cessation of work, inability to obtain materials, labor or equipment, required extra work, or other specific events as may be further described in the Specifications.

No extension of time will be granted for a delay caused by the CONTRACTOR's inability to obtain materials unless the CONTRACTOR furnishes to the Engineer documentary proof. The proof must be provided in a timely manner in accordance with the sequence of the CONTRACTOR's operations and the approved construction schedule.

If delays beyond the CONTRACTOR's control are caused by events other than those mentioned above, the Engineer may deem an extension of time to be in the best interests of the AGENCY. The CONTRACTOR will not be entitled to damages or additional payment due to such delays, except as provided in 6-6.3.

If delays beyond the CONTRACTOR's control are caused solely by action or inaction by the AGENCY, such delays will entitle the CONTRACTOR to an extension of time as provided in 6-6.2.

6-6.1.1 Notice of Delays. Whenever the CONTRACTOR foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which the CONTRACTOR regards as unavoidable, he/she shall notify the Engineer in writing of the probability of the occurrence of such delay and its cause so that the Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if prevention is not possible, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent it will delay the prosecution and completion of the work. It will be concluded that any and all delays which have occurred in the prosecution and completion of the work have been avoidable delays, except such delays as shall have been called to the attention of the Engineer at the time of their occurrence and found by him/her to have been unavoidable. The CONTRACTOR shall make no claims for any delay not called to the attention of the Engineer at the time of its occurrence as an unavoidable delay.

6-6.1.2 Avoidable Delays. Avoidable delays in the prosecution or completion of the work shall include all delays which in the opinion of the Engineer would have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the CONTRACTOR of his/her subcontractors. The following shall be considered avoidable delays within the meaning of the contract: 1) Delays in the prosecution of parts of the work which may in themselves be unavoidable but do not necessarily prevent or delay the prosecution of other parts of the work or the completion of the whole work within the time herein specified; 2) Reasonable loss of time resulting from the necessity of submitting samples of materials and drawings to the Engineer for approval and from performing tests of materials, measurements, and inspections; 3) Reasonable interference of other CONTRACTORs employed by the AGENCY and/or other CONTRACTORs working in the area which do not necessarily prevent the completion of the

whole work within the time agreed upon; 4) Delays resulting from inaccurate or incomplete shop drawing submittals; and 5) Interference of other CONTRACTORs performing concurrent work.

6-6.1.3 Extension of Time. In case the work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the CONTRACTOR will be assessed damages for delay in accordance with Paragraph 6-9.1. The AGENCY, however, shall have the right to grant an extension of time for avoidable delay if it is deemed in his/her best interest to do so. During such extension of time, the CONTRACTOR will be charged for engineering and inspection services and other costs as provided in Paragraph 6-6.2.1 but will not be assessed damages pursuant to Paragraph 6-9.

6-6.2 Extensions of Time. Extensions of time, when granted, will be based upon the effect of delays to the Work, They will not be granted for noncontrolling delays to minor portions of the Work unless it can be shown that such delays did or will delay the progress of the Work.

6-6.2.1 Compensation to AGENCY for Extension of Time. Compensation for extension of time for avoidable delay granted pursuant to Paragraph 6-6.1.3 shall be the actual cost to the AGENCY for engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the work and which accrue during the period of such extension, except that the cost of final inspection and preparation of the final estimate shall not be included.

6-6.3 Payment for Delays to CONTRACTOR. The CONTRACTOR will be compensated for damages incurred due to delays for which the AGENCY is responsible. Such actual costs will be determined by the Engineer. The AGENCY will not be liable for damages which the CONTRACTOR could have avoided by any reasonable means, such as judicious handling of forces or equipment. The determination of what damages the CONTRACTOR could have avoided will be made by the Engineer.

Requests for an extension of time must be delivered to the AGENCY within ten (10) consecutive calendar days following the date of the occurrence that caused the delay. The request must be submitted in writing and must state the cause of the delay, the date of the occurrence causing the delay, and the amount of additional time requested. This shall be included as part of a revised construction schedule required in Section 6-1. Requests for extensions of time shall be supported by all evidence reasonably available or known to the CONTRACTOR, which would support the extension of time requested. Requests for extensions of time, which are not received within the time specified above, shall result in the forfeiture of the CONTRACTOR's right to receive any extension of time requested.

If the CONTRACTOR is requesting an extension of time because of weather, he/she shall supply daily written reports to the AGENCY's representative describing such weather, and the work that could not be performed that day because of such weather or conditions resulting therefrom and that he/she otherwise would have performed.

6-7 TIME OF COMPLETION

6-7.1 General. The CONTRACTOR shall complete the Work within the time set forth in the Contract. The CONTRACTOR shall complete each portion of the Work within such time as set forth in the Contract for such portion. Unless otherwise specified, the time of completion of the Contract shall be expressed in working days.

6-7.2 Working Day. A working day is any day within the period between the start of the Contract time as defined in 6-1 and the date provided for completion, or upon field acceptance by the Engineer for all work provided for in the Contract, whichever occurs first, other than:

1. Saturday,

2. Sunday,

3. any day designated as a holiday by the AGENCY,

4. any other day designated as a holiday in a Master Labor Agreement entered into by the CONTRACTOR or on behalf of the CONTRACTOR as an eligible member of a CONTRACTOR association,

5. any day the CONTRACTOR is prevented from working at the beginning of the workday for cause as defined in 6-6.1,

6. any day the CONTRACTOR is prevented from working during the first 5 hours with at least 60 percent of the normal work force for cause as defined in 6-6.1.

The CONTRACTOR's activities involving work which requires street closure, detours, and barricades shall be confined to the hours between 7:30 a.m. and 4:00 p.m. Monday through Friday. In addition, the CONTRACTOR shall not perform any Work on Saturday, Sunday, or on AGENCY-designated holidays. AGENCY-designated holidays are listed in **TABLE 1 – AGENCY-DESIGNATED HOLIDAYS** below. Deviation from these hours will be permitted upon approval of the Engineer, except in emergencies involving immediate hazard to persons or property.

Deviations from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the CONTRACTOR. Service fees will be calculated at overtime rates including benefits, overhead, and travel time; and will be deducted from the amounts due the CONTRACTOR.

Failure of the CONTRACTOR to adhere to working day requirements will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each OCCURRENCE of a working day or hours violation, as provided herein, the CONTRACTOR shall pay to the AGENCY, or have withheld from monies due to it, the sum of $1,000.00.

TABLE 1 – AGENCY-DESIGNATED HOLIDAYS

New Year's Day

Martin Luther King, Jr. Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

New Year's Eve

EXECUTION OF THE CONTRACT SHALL CONSTITUTE AGREEMENT BY THE AGENCY AND CONTRACTOR THAT $1,000 PER VIOLATION IS THE MINIMUM VALUE OF THE COST AND ACTUAL DAMAGED CAUSED BY FAILURE OF THE CONTRACTOR TO LIMIT PERFORMANCE OF THE WORK BETWEEN THE ALLOTTED TIMES, THAT SUCH SUM SHALL NOT BE CONSTRUED AS A PENALTY, AND THAT SUCH SUM MAY BE DEDUCTED FROM PAYMENTS DUE THE CONTRACTOR IF SUCH DELAY OCCURS.

6-7.3 Contract Time Accounting. The Engineer will make a daily determination of each working day to be charged against the Contract time. These determinations will be discussed and the CONTRACTOR will be furnished a periodic statement showing allowable number of working days of Contract time, as adjusted, at the beginning of the reporting period. The statement will also indicate the number of working days charged during the reporting period and the number of working days of Contract time remaining. If the CONTRACTOR does not agree with the statement, it shall file a written protest within 15 days after receipt, setting forth the facts of the protest. Otherwise, the statement will be deemed to have been accepted.

6-8 COMPLETION, ACCEPTANCE, AND WARRANTY. The Work will be inspected by the Engineer for acceptance upon receipt of the CONTRACTOR's written assertion that the Work has been completed.

If, in the Engineer's judgment, the Work has been completed and is ready for acceptance, it will so certify to the City Council, which may accept the completed Work. The Engineer will, in its certification to the City Council, give the date when the Work was completed. This will be the date when the CONTRACTOR is relieved from responsibility to protect the Work.

All work shall be warranted by the CONTRACTOR against defective workmanship and materials for a period of 1 year from the date the Work was completed. The CONTRACTOR shall replace or repair any such defective work in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the CONTRACTOR fails to make such replacement or repairs within the time specified in the notice, the AGENCY may perform this work and the CONTRACTOR's sureties shall be liable for the cost thereof.

6-8.1 General Guaranty. The CONTRACTOR shall remedy any defects in the Work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the Work unless a longer period is specified. The AGENCY will give notice of observed defects with reasonable promptness.

6-9 FORFEITURE DUE TO DELAY. The CONTRACTOR shall complete all or any designated portion of the Work called for under the Contract within the time set forth in Section C (Proposal) of these Specifications.

In accordance with Government Code 53069.85, and all other applicable law, the CONTRACTOR agrees to forfeit and pay the AGENCY the amount of **Five Hundred Dollars ($500.00) per day** for each and every day of unauthorized delay beyond the completion date, which shall be deducted from any monies due the CONTRACTOR. This payment shall be considered liquidated damages. CONTRACTOR agrees that such liquidated damages are reasonable under the circumstances existing at the time of execution of the contract, that such liquidated damages are to compensate AGENCY for losses that are difficult to measure and that such damages are not a penalty.

Failure of the CONTRACTOR to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute a material breach of this Contract entitling the AGENCY to terminate the Contract unless the CONTRACTOR applies for, and receives, an extension of time in accordance with the procedures set forth in Section 5-5.

Failure of the AGENCY to insist upon the performance of any covenant or conditions within the time period specified in the Contract Documents shall not constitute a waiver of the CONTRACTOR's duty to complete performance within the designated periods unless the AGENCY has executed a waiver in writing.

The AGENCY's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provision contained in the Contract Documents.

Failure of the CONTRACTOR to complete performance promptly within the additional time authorized in a waiver or extension of time agreement shall constitute a material breach of this Contract entitling the AGENCY to terminate this agreement.

The CONTRACTOR shall not be deemed in breach of this Contract and no forfeiture due to delay shall be made because of any delays in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR provided the CONTRACTOR requests an extension of time in accordance with the procedures set forth in Section 5-5. Unforeseeable causes of delay beyond the control of the CONTRACTOR shall include acts of God, acts of a public enemy, acts of the government, acts of the AGENCY, or acts of another CONTRACTOR in the performance of a contract with the AGENCY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or neglect of CONTRACTOR or his/her agents, servants, employees, officers, subcontractors, directors, or of any party contracting to perform part of all of the Work or to supply any equipment or materials shall not be excusable delays. Excusable delays (those beyond the CONTRACTOR's control) shall not entitle the CONTRACTOR to any additional compensation. The sole recourse of the CONTRACTOR shall be to seek an extension of time.

6-10 USE OF IMPROVEMENT DURING CONSTRUCTION. The AGENCY reserves the right to take over and utilize all or part of any completed facility or appurtenance. The CONTRACTOR will be notified in writing in advance of such action. Such action by the AGENCY will relieve the CONTRACTOR of responsibility for injury or damage to said completed portions of the improvement resulting from use by public traffic or from the action of the elements or from any other cause, except CONTRACTOR operations or negligence. The CONTRACTOR will not be required to reclean such portions of the improvement before field acceptance, except for cleanup made necessary by its operations. Nothing in this section shall be construed as relieving the CONTRACTOR from full responsibility for correcting defective work or materials.

In the event the AGENCY exercises its right to place into service and utilize all or part of any completed facility or appurtenance, the AGENCY will assume the responsibility and liability for injury to persons or property resulting from the utilization of the facility or appurtenance so placed into service, except for any such injury to persons or property caused by any willful or negligent act or omission by the CONTRACTOR, Subcontractor, their officers, employees, or agents.

6-11 GUARANTEE. The CONTRACTOR shall warrant and guarantee the entire Work and all parts thereof, including that performed and constructed by subcontractors, and others employed directly or indirectly on the Work, against faulty or defective materials, equipment or workmanship for the maximum period provided by law. In addition thereto, for a period of one (1) year commencing on the date of acceptance of the Work, the CONTRACTOR shall, upon the receipt of notice in writing from the AGENCY, promptly make all repairs arising out of defective materials, workmanship or equipment and bear the cost thereof. The AGENCY is hereby authorized to make such repairs and the CONTRACTOR and Surety shall bear the cost thereof if, ten (10) days after the giving of such notice to the CONTRACTOR, the CONTRACTOR has failed to make or undertake with due diligence the repairs; provided, however, that, in the case of an emergency where, in the opinion of the AGENCY, delay could

cause serious loss or damage, repairs may be made without notice being sent to the CONTRACTOR or Surety, and all expense in connection therewith shall be charged to the CONTRACTOR and Surety.

For the purpose of this article "Acceptance of the Work" shall mean the acceptance of the Work by the AGENCY in accordance with Subsection 6-8 but not for the purpose of extinguishing any covenant or agreement or agreement on the part of the CONTRACTOR to be performed or fulfilled under this Contract, which has not in fact been performed or fulfilled at the time of such acceptance all of such covenants and agreements, shall continue to be binding on the CONTRACTOR until they have been fulfilled.

The effective date of Acceptance of the Work and commencement of the Guarantee shall be the date of acceptance of the Notice of Completion by the City Council.

6-12 DISPUTES AND CLAIMS

6-12.1 General. Any and all decisions made on appeal pursuant to this Subsection 6-12 shall be in writing. Any "decision" purportedly made pursuant to this Subsection 6-12 that is not in writing shall not be binding upon the AGENCY and should not be relied upon by the CONTRACTOR.

Nothing in this subsection shall be considered as relieving the CONTRACTOR from his/her duty to file the notice required under Subsection 6-13 or other duties required by the Contract Documents.

6-12.2 Administrative Review. Request for review made to the Construction Inspector or Project Engineer may be either oral or written. Request for review made to the City Engineer shall be made in writing with supporting evidence attached.

The CONTRACTOR shall submit each request for review within twenty-one (21) calendar days of receipt of the decision that he/she is requesting.

Prior to demand for arbitration, the CONTRACTOR shall exhaust his/her administrative remedies by attempting to resolve his/her dispute or claim with AGENCY`s staff in the following sequence:

1. Project Engineer
2. City Engineer

Should the Project Engineer fail to address the CONTRACTOR's request for review of a disputed decision within fourteen (14) calendar days after receiving such request, the CONTRACTOR may proceed directly to the City Engineer. At the option of the AGENCY, the person to whom the request for review is directed may elect to take such request to a higher level and the CONTRACTOR's request shall be deemed to be properly submitted to such higher level.

The City Engineer shall address disputes or claims within twenty eight (28) calendar days after receiving such request and all necessary supporting data. The City Engineer's decision on the dispute or claim shall be the AGENCY's final decision.

6-12.3 Arbitration. Claims and disputes arising under or related to the performance of the contract, except for claims that have been released by execution of the "Release on Contract" as provided in Subsection 9-4, shall be resolved in arbitration unless the AGENCY and the CONTRACTOR agree in writing, after the claim or dispute has arisen, to waive arbitration and to have the claim or dispute litigated in court of competent jurisdiction. Arbitration shall be conducted, to the extent feasible, pursuant to Chapter 3 (Sections 301-393, inclusive) of Division 2 of Title 1 of the California Code of Regulations except that references therein to the "State Contract Act" shall be construed to mean "applicable law" and "Public Agency", or "Department" shall be construed to mean "AGENCY" as defined in Subsection 1.2. The arbitration decision shall be decided under and in accordance with California law, supported by substantial evidence, and in writing, contain the basis for the decision, findings of fact, and conclusions of law.

Arbitration shall be initiated by a Demand for Arbitration. The CONTRACTOR shall request a Demand for Arbitration not later than ninety (90) calendar days after the date of the final written decision of the AGENCY on the claim or dispute.

All contracts valued at more than $15,000 between the CONTRACTOR and his/her Subcontractors and Suppliers shall include a provision that the Subcontractors and Suppliers shall be bound to the CONTRACTOR to the same extent that the CONTRACTOR is bound to the AGENCY by all terms and provisions of the Contract, including these arbitration provisions.

6-13 NOTICE OF POTENTIAL CLAIM. The CONTRACTOR shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the Engineer, or the happening of any event, thing or occurrence, unless the CONTRACTOR shall have given the Engineer due notice in writing, of the potential claim as hereinafter specified, provided, however, that compliance with this Subsection 6-12 shall not be a prerequisite as to any claim that is based on differences in measurements or errors of computation as to the Contract quantities.

Additionally, this Subsection 6-13 shall not supersede the specific notice and protest requirements of Subsection 3-4 "Changed Conditions" and Subsection 6-7.3 "Contract Time Accounting" respectively.

A written notice of potential claim shall set forth the reasons the CONTRACTOR believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. A notice as above required must have been given to the Engineer prior to the time that the CONTRACTOR shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within fifteen (15) days after the happening of the event, thing or occurrence giving rise to the potential claim.

It is the intention of this Subsection 6-13 that differences between the parties arising under and by the virtue of the Contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The CONTRACTOR hereby agrees that he/she shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

SECTION 7 – RESPONSBILITIES OF THE CONTRACTOR

7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES. The CONTRACTOR shall furnish and maintain in good condition all equipment and facilities as required for the proper execution and inspection of the Work. Such equipment and facilities shall meet all requirements of applicable ordinances and laws.

A noise level limit of 85 dba at a distance of fifty (50) feet shall apply to all construction equipment on or related to the job, whether owned by the CONTRACTOR or not. The use of excessively loud warning signals shall be avoided except in those cases where required for the protection of personnel.

The CONTRACTOR shall arrange and maintain a secure storage site for all equipment and materials. All equipment and unused materials shall be returned to this site at the end of each work day.

7-2 LABOR.

7-2.1 General. Only competent workers shall be employed on the Work. Any person employed who is found to be incompetent, intemperate, troublesome, disorderly, or otherwise objectionable, or who fails or refuses to perform work property and acceptably, shall be immediately removed from the Work by the CONTRACTOR and not be reemployed on the Work.

7-2.2 Laws. The CONTRACTOR, its agents and employees shall be bound by and comply with applicable provisions of the Labor Code and Federal, State and local laws related to labor.

The CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding minimum wages; the 8-hour day and 40-hour week; overtime; Saturday, Sunday, and holiday work; and nondiscrimination because of race, color, national origin, sex, or religion. Failure to file any report due under said orders will result in suspension of periodic progress payments.

In accordance with the Labor Code, the City Council has on file and will publish a schedule of prevailing wage rates for the types of work to be done under the Contract. The CONTRACTOR shall not pay less than these rates.

Each worker shall be paid subsistence and travel as required by the collective bargaining agreements on file with the State of California Department of Industrial Relations.

The CONTRACTOR's attention is directed to Section 1776 of the Labor Code which imposes responsibility upon the CONTRACTOR for the maintenance, certification, and availability for inspection of such records for all persons employed by the CONTRACTOR of Subcontractor in connection with the project. The CONTRACTOR shall agree through the Contract to comply with this Section and the remaining provisions of the Labor Code.

The CONTRACTOR shall ensure unlimited access to the job site for all Equal Opportunity Compliance officers.

Every CONTRACTOR and Subcontractor shall keep an accurate record showing the name, occupation, and the actual per diem wages paid to each worker employed by him/her in connection with the public work. The record shall be kept open at all reasonable hours to the inspection of the body awarding the Contract and to the Division of Labor Law Enforcement.

7-2.2.1 Overtime and Shift Work. The CONTRACTOR may establish overtime and shift work as a regular procedure only with the written permission of the Engineer. Such permission may be revoked at any time. No work other than overtime and shift work established as a regular procedure shall be done outside the hours described in Section 6-7.2, nor on Saturdays, Sundays or legal holidays, except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency.

All costs for overtime inspection, except those occurring as a result of overtime and shift work established as a regular procedure, shall be paid by the CONTRACTOR. Overtime inspection shall include inspection required during holidays observed by the AGC and Trade Unions, Saturdays, Sundays, and any weekday outside the hours described in Section 6-7.2. Such costs will include but will not necessarily be limited to engineering, inspection, general supervision and other overhead expenses that are directly chargeable to the overtime work. The AGENCY shall deduct all such charges from payments due the CONTRACTOR.

7-3 LIABILITY INSURANCE.

7-3.1 General. CONTRACTOR and AGENCY agree that AGENCY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the AGENCY. CONTRACTOR acknowledges that AGENCY would not have entered into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect AGENCY as set forth here.

7-3.2 To the full extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless AGENCY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, actual attorneys fees incurred by AGENCY, court costs,

interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by the AGENCY.

7-3.3 Without affecting the rights of AGENCY under any provision of this agreement or this section, CONTRACTOR shall not be required to indemnify and hold harmless AGENCY as set forth above for liability attributable to the sole fault of AGENCY, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

This exception will apply only in instances where the AGENCY is shown to have been solely at fault and not in instances where CONTRACTOR is solely or partially at fault or in instances where AGENCY's fault accounts for only a percentage of the liability involved. In those instances, the obligation of CONTRACTOR will be all-inclusive and AGENCY will be indemnified for all liability incurred, even though a percentage of the liability is attributable to the conduct of the AGENCY.

7-3.4 CONTRACTOR acknowledges that its obligation pursuant to this section extends to liability attributable to AGENCY, if that liability is less than the sole fault of AGENCY. CONTRACTOR has no obligation under this Agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of AGENCY.

7-3.5 The obligations of CONTRACTOR under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to AGENCY, its employees, agents and officials.

7-3.6 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those as set forth here in this section from each and every subcontractor, sub-tier CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance or subject matter of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required here, CONTRACTOR agrees to be fully responsible according to the terms of this section.

7-3.7 Failure of AGENCY to monitor compliance with these requirements imposes no additional obligations on AGENCY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend AGENCY as set forth herein is binding on the successors, assigns or heirs of CONTRACTOR and shall survive the termination of this Agreement or this section.

7-3.8 CONTRACTOR agrees to provide insurance in accordance with the requirements as set forth here. If CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. The following coverages will be provided by CONTRACTOR and maintained on behalf of AGENCY and in accordance with the requirements set forth herein.

7-3.9 Commercial General Liability/Umbrella Insurance. Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88. Total limits shall be not less than two million dollars ($2,000,000.00) per occurrence for all coverages and two million dollars ($2,000,000.00) general aggregate. AGENCY and its officers, agents and employees shall be named as additional insureds using ISO additional insureds endorsement form CG 20 10 11 85 (in no event will AGENCY accept an endorsement form with an edition date later than 1990). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to AGENCY or any employee or agent of AGENCY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Umbrella Liability Insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and

shall include a "drop down" provision providing primary coverage above a maximum of $25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion. Policies shall have concurrent starting and ending dates.

Each policy of insurance shall contain a clause prohibiting cancellation, modification or lapse without thirty (30) days prior written notice having been given to the City. All insurance policies shall be subject to approval by the City Attorney and certificates evidencing such policies shall be provided to the City concurrently with the filing of all required bonds.

7-3.10 Business Auto/Umbrella Liability Insurance. Primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto). Limits shall be no less than two million dollars ($2,000,000.00) per accident. Starting and ending dates shall be concurrent. If CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy drafted above is acceptable.

7-4 WORKERS' COMPENSATION INSURANCE.

7-4.1 Workers' Compensation/Employers' Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employers' liability limits shall be no less than one million dollars per accident or disease. Employers' liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the AGENCY, its officers, agents or employees.

7-4.2 CONTRACTOR and AGENCY further agree as follows:

7-4.2.1 This Section supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

7-4.2.2 Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Section are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

7-4.2.3 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available, or applicable. Nothing contained in this Agreement or any other agreement relating to the AGENCY or its operations limits the application of each insurance coverage.

7-4.2.4 Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all-inclusive, or to the exclusion of other coverage, or a waiver of any type.

7-4.2.5 For purposes of insurance coverage only, this Agreement shall be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

7-4.2.6 All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit CONTRACTOR, and CONTRACTOR's agents, officers or employees from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against AGENCY.

7-4.2.7 Unless otherwise approved by AGENCY, CONTRACTOR's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A+ VIII" or greater. Self-insurance will not be considered to comply with these insurance specifications.

7-4.2.8 In the event any policy of insurance required by this Agreement does not comply with these requirements or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONTRACTOR. Upon CONTRACTOR's failure to make such reimbursement within 30 days of written demand, AGENCY may deduct that sum from any monies due CONTRACTOR hereunder or otherwise.

7-4.2.9 CONTRACTOR agrees to provide evidence of the insurance required herein, satisfactory to AGENCY, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to CONTRACTOR's general liability and umbrella liability policy (if any) using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage. CONTRACTOR agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. CONTRACTOR agrees to provide complete copies of policies to AGENCY upon request.

7-4.2.10 CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof shall be furnished within 72 hours of the expiration of the coverages.

7-4.2.11 Any actual or alleged failure on the part of AGENCY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of AGENCY or any additional insured, in this or any other regard.

7-4.2.12 CONTRACTOR agrees to require all subcontractors or other parties hired for this project to provide general liability insurance naming as additional insureds all parties to this Agreement. CONTRACTOR agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. CONTRACTOR agrees to require that no contract used by any subcontractor, or contracts CONTRACTOR enters into on behalf of AGENCY, will reserve the right to charge back to AGENCY the cost of insurance required by this Agreement. CONTRACTOR agrees that upon request, all agreements with subcontractors or others with whom CONTRACTOR contracts on behalf of AGENCY will be submitted to AGENCY for review. Failure of AGENCY to request copies of such agreement will not impose any liability on AGENCY, its officers, agents, or employees.

7-4.2.13 If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operations are insureds.

7-4.2.14 CONTRACTOR agrees to provide immediate notice to AGENCY of any claim or loss against CONTRACTOR that includes AGENCY as a defendant. AGENCY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims.

7-5 PERMITS. Prior to the start of any work, the CONTRACTOR shall apply for and receive any applicable City, County, State, and Federal permits.

The CONTRACTOR shall pay all business taxes or license fees that are required for the work.

All costs associated with these permits are responsibility of CONTRACTOR. If applicable, CONTRACTOR is required to obtain a no fee City Encroachment permit for this project and comply with all permit conditions.

7-6 THE CONTRACTOR'S REPRESENTATIVE. Before staring work, the CONTRACTOR shall designate in writing a representative who shall have complete authority to act for it. An alternative representative may be designated as well. The representative or alternate shall be present at the Work site whenever work is in progress or whenever actions of the elements necessitate its presence to take measures necessary to protect the Work, persons, or property. Any order or communication given to this representative shall be deemed delivered to the CONTRACTOR. A joint venture shall designate only one representative and alternate. In the absence of the CONTRACTOR or its representative, instructions or directions may be given by the Engineer to the superintendent or person in charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to the CONTRACTOR or its representative.

In order to communicate with the AGENCY, the CONTRACTOR's representative, superintendent, or person in charge of specific work shall be able to speak, read, and write the English language.

7-7 COOPERATION AND COLLATERAL WORK. The CONTRACTOR shall be responsible for ascertaining the nature and extent of any simultaneous, collateral, and essential work by others. The AGENCY, its workers and CONTRACTORs and others, shall have the right to operate within or adjacent to the Work site during the performance of such work.

The AGENCY, the CONTRACTOR, and each of such workers, CONTRACTORs and others, shall coordinate their operations and cooperate to minimize interference.

The CONTRACTOR shall include in its Bid all costs involved as a result of coordinating its work with others. The CONTRACTOR will not be entitled to additional compensation from the AGENCY for damages resulting from such simultaneous, collateral, and essential work. If necessary to avoid or minimize such damage or delay, the CONTRACTOR shall redeploy its work force to other parts of the Work.

Should the CONTRACTOR be delayed by the AGENCY, and such delay could not have been reasonably foreseen or prevented by the CONTRACTOR, the Engineer will determine the extent of the delay, the effect on this project, and any extension of time.

CONTRACTOR shall coordinate his/her work so as to minimize disruption to ongoing or scheduled private development projects in the project area.

7-8 PROJECT SITE MAINTENANCE.

7-8.1 Cleanup and Dust Control. Throughout all phases of construction, including suspension of work, and until the final acceptance, the CONTRACTOR shall keep the site clean and free from rubbish and debris. The CONTRACTOR shall also abate dust nuisance by cleaning, sweeping and sprinkling with water, or other means as necessary. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods.

When required by the Plans or Specifications, the CONTRACTOR shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day for the purpose of keeping paved areas acceptably clean wherever construction, including restoration, is incomplete.

Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the CONTRACTOR's Bid.

Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately and the area cleaned.

Excess excavated material from catch basics or similar structures shall be removed from the site immediately. Sufficient material may remain for use as backfill if permitted by the Specifications. Forms and form lumber shall be removed from the site as soon as practicable after stripping.

Failure of the CONTRACTOR to comply with the Engineer's cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.

7-8.1.2 Work Area Appearance

The CONTRACTOR shall maintain a neat appearance to the Work at all times.

All unsuitable construction materials and rubbish and debris shall be regularly removed from the job site, be transported to a suitable location, and be disposed of in a proper and legal manner. Materials which are to be disposed of shall not be stored at the project sites but shall be removed before the end of the each working day.

In any area visible to the public, the following shall apply:

1. Broken concrete and debris developed during clearing and grubbing shall be disposed of weekly.
2. The CONTRACTOR shall furnish trash bins for all debris from structure construction. All debris shall be placed in trash bins daily.
3. Forms or false work that are to be re-used shall be neatly stacked concurrent with their removal.
4. Forms and false work that are not to be re-used shall be disposed of with their removal.
5. Wash down from concrete trucks shall be at one location. Concrete from wash down procedures shall be removed from the site weekly.

7-8.2 Air Pollution Control. The CONTRACTOR shall not discharge smoke, dust, or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

7-8.3 Vermin Control. At the time of acceptance, structures entirely constructed under the Contract shall be free of rodents, insects, vermin, and pests. Necessary extermination work shall be arranged and paid for by the CONTRACTOR as part of the Work within the Contract time, and shall be performed by a licensed exterminator in accordance with requirements of governing authorities. The CONTRACTOR shall be liable for injury to persons or property and responsible for the elimination of offensive odors resulting from extermination operations.

7-8.4 Sanitation. The CONTRACTOR shall provide and maintain enclosed toilets for the use of employees engaged in the Work. These accommodations shall be maintained in a neat and sanitary condition. They shall also comply with all applicable laws, ordinances, and regulations pertaining to public health and sanitation of dwellings and camps.

Wastewater shall not be interrupted. Should the CONTRACTOR disrupt existing sewer facilities, sewage shall be conveyed in closed conduits and disposed of in a sanitary sewer system. Sewage shall not be permitted to flow in trenches or be covered by backfill.

7-8.5 Temporary Light, Power, and Water. The CONTRACTOR shall furnish, install, maintain, and remove all temporary light, power, and water at its own expense. These include piping, wiring, lamps, and other equipment necessary for the Work. The CONTRACTOR shall not draw water from any fire hydrant (except to extinguish a fire), without obtaining permission from the water agency concerned.

7-8.6 Water Pollution Control. The CONTRACTOR shall exercise every reasonable precaution to protect channels, storm drains, and bodies of water from pollution. It shall conduct and schedule operations so as to minimize or avoid muddying and silting of said channels, drains, and waters. Water pollution control work shall consist of constructing those facilities which may be required to provide prevention, control, and abatement of water pollution.

7-8.6.1 General. This item shall consist of preparation, implementation and compliance with a storm water pollution prevention plan (SWPPP) for the project, if applicable.

7-8.6.2 Storm Water Pollution Prevention Plan (SWPPP) Preparation. CONTRACTOR shall submit to the engineer a completed and signed SWPPP at the preconstruction conference. The plan may utilize the practices recommended in the latest edition of the *California Storm Water Best Management Practices Handbook*, available from California Stormwater Quality Association (CSQA), and online at http://www.cabmphandbooks.net/ . The plan shall be consistent with the construction General Permit, issued by the State Water Resources, Control City Council, through submittal of the Notice of Intent (NOI), if applicable.

If construction will occur between October 15 and April 15 (considered as the rainy season per City Ordinance), a wet weather erosion control plan must be submitted. Additionally, Best Management Practices (BMPs) implemented during the AGENCY's rainy season shall include but not be limited to those appropriate for wet weather conditions.

7-8.6.3 Storm Water Pollution Prevention Measures. All storm water pollution prevention measures shall be in accordance with the submitted SWPPP. In the event circumstances during the course of construction require changes to the original SWPPP, a revised plan shall be promptly submitted to the AGENCY's representative in each instance. No responsibility shall accrue to the AGENCY as a result of the plan or as a result of knowledge of the plan. All work installed by the CONTRACTOR in connection with the SWPPP but not specified to become a permanent part of the project shall be removed and the site restored in so far as practical to its original condition prior to completion of construction or when directed by the AGENCY's representative.

7-8.6.4 Storm Water Pollution Prevention – Measurement And Payment. Unless otherwise indicated in the Special Provisions, measurement and payment for Storm Water Pollution Prevention Measures, as described herein, shall be included in the items of Work requiring storm water pollution prevention measures as indicated in the project Special Provisions. Such payment shall be considered full compensation for all labor, materials, tools, and equipment for completion, and implementation and compliance with the SWPPP.

7-8.7 Drainage Control. The CONTRACTOR shall maintain drainage within and through the work areas. Earth dams will not be permitted in paved areas. Temporary dams of sandbags, asphaltic concrete, or other acceptable material will be permitted when necessary. Such dams shall be removed from the site as soon as their use is no longer necessary.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS. The CONTRACTOR shall be responsible for the protection of public and private property adjacent to the Work and shall exercise due caution to avoid damage to such property.

The CONTRACTOR shall relocate, repair, replace or reestablish all existing improvements within the project limits (e.g., curbs, sidewalks, catch basins, catch basin screens, driveways, fences, walls, sprinkler systems, signs, utility installations, traffic loops, pavements, structures, survey monuments, landscaping, etc.) that are damaged or removed as a result of the CONTRACTOR's operations or as required by the plans and specifications.

All existing improvements, either within the right-of-way or not, including irrigation lines that are damaged by actions of the CONTRACTOR, shall be restored by the CONTRACTOR to their original or better condition at the CONTRACTOR's expense.

The CONTRACTOR shall mark, as approved by the Engineer, all survey monuments, manholes, valves, substructures, or other items that are visible on the surface and will be covered by his operations. This shall be completed prior to the start of that operation and approved by the Engineer.

Existing traffic striping, pavement markings, centerline reflective markers, and curb markings shall also be considered as existing improvements and the CONTRACTOR shall repaint or replace, at the CONTRACTOR's expense, such striping or markings (except for traffic striping and pavement markings within the limits of the Work) if damaged or if their reflectivity is reduced due to construction operations.

All restoration of existing improvements must occur within the construction completion date, unless directed otherwise by the City Engineer.

Maintenance of street and traffic signal systems that are damaged, temporarily removed or relocated shall be done in conformance with 307-1.5.

Trees, lawns, and shrubbery that are not to be removed shall be protected from damage or injury. If damaged or removed due to CONTRACTOR's operations, they shall be restored or replaced in as nearly the original condition and location as is reasonably possible. Lawns shall be reseeded and covered with suitable mulch.

The CONTRACTOR shall give reasonable notice to occupants or owners of adjacent property to permit them to salvage or relocate plants, trees, fences, sprinklers, and other improvements, within the right-of-way which are designated for removal and would be destroyed because of the Work.

All costs to the CONTRACTOR for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be the responsibility of the CONTRACTOR.

7-10 PUBLIC CONVENIENCE AND SAFETY. One week prior to pre-construction meeting, the CONTRACTOR shall submit his/her complete construction schedule to the Engineer for approval. The CONTRACTOR shall submit requests for changes in the schedule to the Engineer for approval at least forty eight (48) hours prior to the scheduled Work.

7-10.1 Traffic and Access. The CONTRACTOR's operations shall cause no unnecessary inconvenience. The access rights of the public shall be considered at all times. Unless otherwise authorized, traffic shall be permitted to pass through the Work, or an approved detour shall be provided.

Safe and adequate pedestrian and vehicular access shall be provided and maintained to: fire hydrants; commercial and industrial establishments; churches, schools and parking lots; service stations and motels; hospitals; police and fire stations; and establishments of similar nature. Access to these facilities shall be continuous and unobstructed unless otherwise approved by the Engineer.

Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the Work at intervals not exceeding 90 m (300 fee), shall be maintained unless otherwise approved by the Engineer.

Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time. If backfill has been completed to the extent that safe access may be provided, and the street is opened to local traffic, the CONTRACTOR shall immediately clear the street and driveways and provide and maintain access.

The CONTRACTOR shall cooperate with the various parties involved in the delivery of mail and the collection and removal of trash and garbage to maintain existing schedules for these services.

Grading operations, roadway excavation and fill construction shall be conducted by the CONTRACTOR in a manner to provide a reasonably satisfactory surface for traffic. When rough grading is completed, the roadbed surface shall be brought to a smooth, even condition satisfactory for traffic.

Unless otherwise authorized, work shall be performed in only one-half of the roadway at one time. One half shall be kept open and unobstructed until the opposite side is ready for use. If one-half a street only is being improved, the other half shall be conditioned and maintained as a detour.

The CONTRACTOR will be required to maintain at least one lane of traffic in each direction through the project area at all times in a manner satisfactory to the Engineer in the form of an engineered traffic control plan. The engineered traffic control plans must be signed by a California registered civil and/or traffic engineer. The plan is a required submittal for review one week prior to the pre-construction meeting.

If traffic control on the project shall be implemented by a sub-contractor, such subcontractor must specialize in Traffic Control and be approved by the City Engineer.

The CONTRACTOR shall include in its Bid all costs for the above requirements.

7-10.1.1 General. One week prior to pre-construction meeting, the CONTRACTOR shall submit his/her complete construction schedule to the Engineer for approval. The CONTRACTOR shall submit requests for changes in the schedule to the Engineer for approval at least forty eight (48) hours prior to the scheduled Work.

7-10.1.2 Parking Restrictions and Posting for Tow Away. No Parking signs, posted by the Contractor, shall be of heavy card stock and not less than 1.75 square feet of surface area on the face. Background color shall be white and letters shall be printed in red water resistant ink except day, date, and time of restriction may be printed in black water resistant ink. The signs shall be printed with the words "Tow Away" and "No Parking" with a character height of not less than 2.75 inches and a stroke width of not less than 0.5 inches. The day, dated, and time of the particular restriction shall be printed or attached below the above mentioned wording in characters of not less than 2.0 inches in height and 0.4 inches in stroke width. The day of the week shall be written out or properly abbreviated with three to four letters; date or dates or restriction shall be listed completely; the beginning and ending times shall be clearly listed on the sign.

Signs shall be mounted such that the wording "No Parking" is at an elevation at least three feet (3') above the adjacent flowline. Signs may be tied with string to trees and power poles, taped to existing sign poles, or mounted to stakes or barricades as provided by the Contractor. The signs shall be placed as needed to control the parking of cars within the construction zone; signs shall be placed at intervals of 75 feet or less along each side of the roadway.

Signs shall be posted and maintained by the Contractor for a period of 72 hours prior to the restrictions becoming effective. The Contractor may only post parking restrictions that are effective for the duration of the Work. Upon completion of the Work, the Contractor shall promptly and completely remove and dispose all signs, stakes, and barricades. The Contractor shall promptly reset or replace all damaged or defective signs.

The Contractor shall be fully responsible for the adequate removal of all parked cars. The Contractor shall coordinate the removal of all vehicles with the City of Auburn Police Department. The Contractor shall notify the City of Auburn Police Department upon posting of the parking restrictions for a particular street. For removal of parked vehicles, the Contractor shall notify the City of Auburn Police Department not less than two hours prior to the needed removal, stating the address nearest the parked vehicle, make, model, color and license number. The City shall not be responsible for any delay or additional costs associated with the removal of parked cars that obstruct the construction operation.

If a vehicle owner successfully contests a towing citation in court, and their citation is dismissed for causes related to the Contractor's failure to perform the requirements of this section, the Contractor shall reimburse the City for the cost of any claims associated with the towing citation.

DEVIATIONS FROM THE REQUIREMENTS OF THIS SUBSECTION WILL BE PERMITTED ONLY ON PRIOR CONSENT OF THE ENGINEER. FAILURE OF THE CONTRACTOR TO ADHERE TO THE REQUIREMENTS OF THIS SUBSECTION, OR FAILURE OF THE CONTRACTOR TO COMPLETE HIS DAILY SCHEDULE ONCE "TEMPORARY NO PARKING" SIGNS HAVE BEEN POSTED, WILL RESULT IN DAMAGES BEING SUSTAINED BY THE CITY. SUCH DAMAGES ARE, AND WILL CONTINUE TO BE, IMPRACTICABLE AND EXTREMELY DIFFICULT TO DETERMINE. FOR EACH OCCURRENCE OF A VIOLATION, AS PROVIDED HEREIN, THE CONTRACTOR SHALL PAY TO THE AGENCY, OR HAVE WITHHELD FROM MONIES DUE TO IT, THE SUM OF $1,000.00.

EXECUTION OF THE CONTRACT SHALL CONSTITUTE AGREEMENT BY THE AGENCY AND CONTRACTOR THAT $1,000.00 PER VIOLATION IS THE MINIMUM VALUE OF THE COST AND ACTUAL DAMAGE CAUSED, THAT SUCH SUM SHALL NOT BE CONSTRUED AS A PENALTY, AND THAT SUCH SUM MAY BE DEDUCTED FROM PAYMENTS DUE THE CONTRACTOR.

7-10.1.3 Notification to the Public Agencies. The CONTRACTOR shall notify the following Agencies 48 hours prior to working in the area within the City of Auburn unless otherwise noted:

Placer County Water Agency (PCWA):	**(530) 823-4850**
PG&E (gas & electric):	**(530) 889-3261**
AT&T:	**(916) 409-1384**
WAVE Broadband:	**(916) 315-3203**
City of Auburn Police Department:	**(530) 823-4211**
City of Auburn Fire Department:	**(530) 823-4211**
City of Auburn Public Works Department:	**(530) 823-4211**
CalFire:	**(530) 745-3575**
Placer County Transit:	**(530) 745-7570**
Mid-Placer Public School Transportation Agency:	**(530) 823-4820**
Auburn Union School District:	**(530) 885-7242**
Placer Union School District	**(530) 886-4400**

Recology Auburn Placer:	**(530) 885-3735**
U.S. Post Office:	**(530) 885-7837**
Placer County Transit:	**(530) 885-2877**

7-10.2 Storage of Equipment and Materials in Public Streets. Construction materials shall not be stored in streets, roads, or highways for more than 5 days after unloading. All materials or equipment not installed or used in construction within 5 days after unloading shall be stored elsewhere by the CONTRACTOR at its expense unless authorized additional storage time.

Construction equipment shall not be stored at the Work site before its actual use on the Work nor for more than 5 days after it is no longer needed. Time necessary for repair or assembly of equipment may be authorized by the Engineer.

Excavated material, except that which is to be used as backfill in the adjacent trench, shall not be stored in public streets unless otherwise permitted. After placing backfill, all excess material shall be removed immediately from the site.

7-10.3 Street Closures, Detours, Barricades. The CONTRACTOR shall comply with all applicable State, County and City requirements for closure of streets. The CONTRACTOR shall provide barriers, guards, lights, signs, temporary bridges, flagpersons, and watchpersons. The CONTRACTOR shall be responsible for compliance with additional public safety requirements which may arise. The CONTRACTOR shall furnish and install signs and warning devices and promptly remove them upon completion of the Work.

At least 48 hours in advance of closing, partially closing or reopening, any street, alley, or other public thoroughfare, the CONTRACTOR shall notify the Police, Fire, an Public Works Departments, and comply with their requirements. Deviations must first be approved in writing by the Engineer.

The CONTRACTOR shall secure approval, in advance, from authorities concerned for the use of any bridges proposed by it for public use. Temporary bridges shall be clearly posted as to load limit, with signs and posting conforming to current requirements covering "signs" as set forth in the Traffic Manual published by the California Department of Transportation. This manual shall also apply to the street closures, barricades, detours, lights, and other safety devices required.

All traffic control barricades, signs and devices used by the CONTRACTOR shall, as a minimum, conform to the latest edition of the "California Manual on Uniform Traffic Controls Devices" ("MUTCD"). Channelization devices shall be spaced no greater than fifty (50) feet apart. The CONTRACTOR shall take additional precautions as he/she may find necessary under the circumstances.

Should the CONTRACTOR fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the AGENCY will at its option place needed devices or engage a private firm to place and maintain said barricades, which will be charged to the CONTRACTOR directly.

Full street closures will not be allowed without City Council approval.

All costs involved shall be included in the Bid.

7-10.4 Safety.

7-10.4.1. Safety Orders. The CONTRACTOR shall have at the Work site, copies of suitable extracts of: Construction Safety Orders, Tunnel Safety Orders and General Industry Safety Orders issues by the State Division of Industrial Safety. The CONTRACTOR shall comply with provisions of these and all other applicable laws, ordinances, and regulations.

Before excavating any trench 1.5 m (5 feet) or more in depth, the CONTRACTOR shall submit a detailed plan to the AGENCY showing the design of shoring, bracing, sloping, or other provisions to be made for the workers' protection from the hazard of caving ground during the excavation of such trench. If the plan varies from the shoring system standards, the plan shall be prepared by a registered Civil Engineer. No excavation shall start until the Engineer has accepted the plan and the CONTRACTOR has obtained a permit from the State Division of Industrial Safety. A copy of the permit shall be submitted to the Engineer.

Payment for performing all work necessary to provide safety measures shall be included in the prices bid for other items of work except where separate bid items for excavation safety are provided, or required by law.

7-10.4.2 Use of Explosives. Explosive may be used only when authorized in writing by the Engineer, or as otherwise stated in the Specifications. Explosives shall be handled, used, and stored in accordance with all applicable regulations.

The Engineer's approval of the use of explosives shall not relieve the CONTRACTOR from liability for claims caused by blasting operations.

7-10.4.3 Special Hazardous Substances and Processes. Materials that contain hazardous substances or mixtures may be required on the Work. A Material Safety Data Sheet as described in Section 5194 of the California Code of Regulations shall be requested by the CONTRACTOR from the manufacturer of any hazardous products used.

Material usage shall be accomplished with strict adherence to California Division of Industrial Safety requirements and all manufacturer warnings and application instructions listed on the Material Safety Data Sheet and on the product container label.

The CONTRACTOR shall notify the Engineer if a specified product cannot be used under safe conditions.

7-10.4.4 Confined Spaces.

(a) Confined Space Entry Program. The CONTRACTOR shall be responsible for implementing, administering and maintaining a confined space entry program (CSEP) in accordance with Sections 5156, 5157 and 5158, Title 8, CCR.

Prior to starting the Work, the CONTRACTOR shall prepare and submit its comprehensive CSEP to the Engineer. The CSEP shall address all potential physical and environmental hazards and contain procedures for safe entry into confined spaces, including, but not limited to the following:

1. Training of personnel
2. Purging and cleaning of materials and residue
3. Potential isolation and control of energy and material inflow
4. Controlled access to the space.
5. Atmospheric testing of the space
6. Ventilation of the space
7. Special hazards consideration
8. Personal protective equipment
9. Rescue plan provisions

The CONTRACTOR's submittal shall include the names of its personnel, including subcontractor personnel, assigned to the project who will have CSEP responsibilities, their CSEP training, and their specific assignment and responsibility in carrying out the CSEP.

(b) Permit-Required Confined Spaces. Entry into permit-required confined spaces as defined in Section 5157, Title 8, CCR may be required as a part of the Work. All manholes, tanks, vaults, pipelines, excavations, or other enclosed or partially enclosed spaces shall be considered permit-required confined spaces until the pre-entry procedures demonstrate otherwise. The CONTRACTOR shall implement a permit space program prior to performing any work in a permit-required confined space. A copy of the permit shall be available at all times for review by CONTRACTOR and AGENCY personnel at the Work site.

(c) Payment. Payment for implementing, administering, and providing all equipment and personnel to perform the CSEP shall be included in the bid items for which the CSEP is required.

7-11 PATENT FEES OR ROYALTIES. The CONTRACTOR shall absorb in its Bid the patent fees or royalties on any patented article or process furnished or used in the Work. The CONTRACTOR shall indemnify and hold the AGENCY harmless from any legal action that may be brought for infringement of patents.

7-12 ADVERTISING. The names, addresses and specialties of CONTRACTORs, Subcontractors, architects, or engineers may be displayed on removable signs. The size and location shall be subject to the Engineer's approval.

Commercial advertising matter shall not be attached to or painted on the surfaces of buildings, fences, canopies, or barricades.

7-13 LAWS TO BE OBSERVED. The CONTRACTOR shall keep fully informed of State and National laws and County and Municipal ordinances and regulations which in any manner affect those employed in the Work or the materials used in the Work or in any way affect the conduct of the Work. The CONTRACTOR shall at all times observe and comply with such laws, ordinances, and regulations.

7-14 ANTITRUST CLAIMS. Section 7103.5 of the Public Contract Code provides:

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

7-15 DAILY REPORT. The CONTRACTOR shall complete a Daily Report indicating manpower, work performed, major equipment used and on standby (itemized separately), subcontractors, and similar items involved in the performance of the Work. The Daily Report shall be completed on forms prepared by the CONTRACTOR and acceptable to the Engineer, and shall be submitted to the City Inspector weekly.

The CONTRACTOR shall submit as requested Certified Payroll Statements for each employee involved with the Work including subcontractors. Submission of certified payroll does not relieve the CONTRACTOR of his responsibility to pay prevailing wage.

SECTION 8 – FACILITIES FOR AGENCY PERSONNEL

8-1 NOT APPLICABLE

SECTION 9 – MEASUREMENT AND PAYMENT

9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.

9-1.1 General. Unless otherwise specified, quantities of work shall be determined from measurements or dimensions in horizontal planes. However, linear quantities of pipe, piling, fencing and timber shall be considered as being the true length measured along longitudinal axis.

Unless otherwise provided in Specifications, volumetric quantities shall be the product of the mean area of vertical or horizontal sections and the intervening horizontal or vertical dimension. The planimeter shall be considered an instrument of precision adapted to measurement of all areas.

9-1.2 Methods of Measurement. Materials and items of work which are to be paid for on basis of measurement shall be measured in accordance with methods stipulated in the particular sections involved.

9-1.3 Certified Weights. When payment is to be made on the basis of weight, the weighing shall be done on certified platform scales or, when approved by the Engineer, on a completely automated weighing and recording system. The CONTRACTOR shall furnish the Engineer with duplicate licensed weighmaster's certificates showing actual net weights. The AGENCY will accept the certificates as evidence of weights delivered.

9-1.4 Units of Measurement. Measurements shall be in accordance with 1-4.1 and 1-4.2. a metric ton or "tonne" is equal to 1000 kilograms and the unit of liquid measure is a Liter (in U.S. Standard Measures, a pound is an avoirdupois pound; a ton is 2000 pounds avoirdupois; and the unit of liquid measure is a gallon).

9-2 LUMP SUM WORK. Items for which quantities are indicated "Lump Sum", "L.S.", or "Job", shall be paid for at the price indicated in the Bid. Such payment shall be full compensation for the items of work and all work appurtenant thereto.

When required by the Specifications or requested by the Engineer, the CONTRACTOR shall submit to the Engineer within 15 days after award of Contract, a detailed schedule in triplicate, to be used only as a basis for determining progress payments on a lump sum contract or designated lump sum bid item. This schedule shall equal the lump sum bid and shall be such form and sufficiently detailed as to satisfy the Engineer that it correctly represents a reasonable apportionment of the lump sum.

9-3 PAYMENT

9-3.1 General. The quantities listed in the Bid schedule will not govern final payment. Payment to the CONTRACTOR will be made only for actual quantities of Contract items constructed in accordance with the Plans and Specifications. Upon completion of construction, if the actual quantities show either an increase or decrease from the quantities given the Bid schedule, the Contract Unit Prices will prevail subject to the provisions of 3-2.2.1.

The unit and lump sum prices to be paid shall be full compensation for the items of work and all appurtenant work, including furnishing all materials, labor, equipment, tools, and incidentals.

Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract. This includes rejected materials not unloaded from vehicles, material rejected after it has been place, and material placed outside of the Plan lines. No compensation will be allowed for disposing of rejected or excess material.

Whenever any portion of the Work is performed by the AGENCY at the CONTRACTOR's request, the cost thereof shall be charged against the CONTRACTOR, and may be deducted from any amount due or becoming due from the AGENCY.

Whenever immediate action is required to prevent injury, death, or property damage, and precautions which are the CONTRACTOR's responsibility have not been taken and are not reasonably expected to be taken, the AGENCY may, after reasonable attempt to notify the CONTRACTOR, cause such precautions to be taken and shall charge the cost thereof against the CONTRACTOR, or may deduct such costs from any amount due or becoming due from the AGENCY. AGENCY action or inaction under such circumstances shall not be construed as relieving the CONTRACTOR or its Surety from liability.

Payment shall not relieve the CONTRACTOR from its obligations under the Contract; nor shall such payment be construed to be acceptance of any of the Work. Payment shall not be construed as the transfer of ownership of any equipment or materials to the AGENCY. Responsibility of ownership shall remain with the CONTRACTOR who shall be obligated to store any fully or partially completed work or structure for which payment has been made; or replace any materials or equipment required to be provided under the Contract which may be damaged, lost, stolen or otherwise degraded in any way prior to acceptance of the Work, except as provided in 6-10.

Warranty periods shall not be affected by any payment, but shall commence on the date equipment or material is placed into service at the direction of the AGENCY. In the event such items are not placed into service prior to partial or final acceptance of the project, warranty periods will commence on the date of such acceptance.

If, within the time fixed by law, a property executed notice to stop payment is filed with the AGENCY, due to the CONTRACTOR's failure to pay for labor or materials used in the Work, all money due for such labor or materials will be withheld from payment to the CONTRACTOR in accordance with applicable laws.

At the expiration of 35 calendar days from the date of acceptance of the Work by the City Council, or as prescribed by law, the amount deducted from the final estimate and retained by the AGENCY will be paid to the CONTRACTOR except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be authorized by the Contract to be further retained.

9-3.2 Partial and Final Payment. The Engineer will, after award of Contract, establish a closure date for the purposes of making monthly progress payments. The CONTRACTOR may request in writing that such monthly closure date be changed. The Engineer may approve such request when it is compatible with the AGENCY's payment procedure.

From each progress estimate, 5 percent will be deducted and retained by the AGENCY, and the remainder less the amount of all previous payments will be paid. After 50 percent of the Work has been completed and if progress on the Work is satisfactory, the deduction to be made from remaining progress estimates and from the final estimate may be limited to $500 or 5 percent of the first half of total Contract amount, whichever is greater.

No progress payment made to the CONTRACTOR or its sureties will constitute a waiver of the liquidated damages under 6-9.

On not later than the fifth day of every month, the Contractor shall present to the Director of Public Works and invoice covering the total quantities under each item of work that have been completed, from the start of the job up to and including the last day of the preceding month, and the value of the work so completed determined in accordance with the schedule of unit prices for such items together with such supporting evidence as may be required by the Director of Public Works. This invoice shall

also include an allowance for the cost of such material required in the permanent work as has been delivered to the site but not as yet incorporated in the work.

On not later than the thirtieth of the month, the City shall, after deducting previous payments made, pay to the Contractor ninety (90) percent of the amount of the invoice. No such estimate or payment shall be required to be made, when, in the judgment of the Director of Public Works, the work is not proceeding in accordance with the provisions of the contract, or when in his or her judgment the total value of the work done since the last estimate amounts to less than three hundred dollars ($300). However, payments will be withheld pending receipt of any outstanding reports required by the Contract Documents. In addition, the final progress payment will not be released until the Contractor returns the control set of plans and specifications showing the as-built conditions.

However, payments will be withheld pending receipt of any outstanding reports required by the Contract Documents. In addition, the final progress payment will not be released until the CONTRACTOR returns the control set of plans and specifications showing the as-built conditions.

The full five (5) percent retention will be deducted from all payments. The final retention will be authorized for payment thirty five (35) days after the date of recordation of the Notice of Completion.

The CONTRACTOR may substitute securities for any monies withheld by the AGENCY to ensure performance under the Contract as provided in Public Contract Code Sections 10263 and 22300.

When provided for in the Specifications, and subject to the limitation and conditions therein, the cost of materials and equipment delivered but not incorporated into the Work will be included in the progress estimate.

9-3.3 Delivered Materials. Materials and equipment delivered but not incorporated into the Work shall not be submitted for payment and shall not be included in the estimate for progress payment

9-3.4 Mobilization. When a bid item is include in the Proposal form for mobilization and subject to the conditions and limitations in the Specifications, the costs of work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate. When no such bid item is provided, payment for such costs will be considered to be included in the other items of work.

2022 STREET OVERLAY PROJECT – AUBURN FOLSOM RD, BROOK RD & MARVIN WAY, ROBIE DRIVE.
IN THE CITY OF AUBURN, CALIFORNIA

SPECIAL PROVISIONS - 700 SERIES

SECTION F

SPECIAL PROVISIONS

2022 STREET OVERLAY PROJECT – AUBURN FOLSOM RD, BROOK RD & MARVIN WAY, ROBIE DRIVE. IN THE CITY OF AUBURN, CALIFORNIA

700 RESPONSIBILITIES OF THE CONTRACTOR

700-1 NOT APPLICABLE

700-2 EMERGENCY INFORMATION

The Contractor shall provide the following information in writing and submit it with the signed contract, contract bonds and certificates of insurance. Failure to comply may result in delays in the processing of the contract documents.

1. Name of authorized representative at the job site.
2. Address and telephone number where the above person can be reached 24 hours a day.
3. Address of the nearest office of the Contractor, if any, and the name and telephone number of a person at that office who is familiar with the project.
4. Address and telephone number of the Contractor's main office and the name and telephone number of the person at that office familiar with the project.

700-3 CONSTRUCTION SURVEYING

The Contractor will provide all necessary construction surveying, staking or markings for locating the limits of construction and shall comply with the provisions of 2-9. The Contractor shall bear all costs for restaking or marking.

Construction surveys shall be done only under the direction of the Engineer by a Registered (licensed) Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the state. The Agency will provide available record map information. The Contractor is responsible for obtaining all necessary record maps, centerline ties and survey notes from Placer County.

The Contractor and his surveyor shall provide the Engineer with a copy of the constructing staking field notes used to construct the improvements. In addition the Contractor shall also prove a plot of the improvements to be constructed based on the surveyor's construction staking and markings prior to the installation of the improvements. The plot shall be the same scale as the improvement plans.

700-4 PROTECTION OF SURVEY MONUMENTS

The Contractor shall protect existing survey monuments, if any exist within the work limits, during the entire project. Asphalt overlaying of existing survey monuments in the roadway will not be permitted. In the event a surveyed monument lies within an area to be cold planed, removed or reconstructed, the Contractor shall immediately notify the Agency's representative and protect said monument until the monument can be relocated by the Agency.

The Contractor shall re-establish destroyed survey monuments at the Contractor's expense.

700-5 REMOVAL OF MATERIALS

Materials which are to be disposed of shall not be stored at the project sites but shall be removed before the end of the working day.

700-6 INVESTIGATION OF SITE CONDITIONS

Bidders are urged to visit the site of work and by their own investigations satisfy themselves as to the existing conditions affecting the work to be done under these specifications. If the bidder chooses not to visit the site or conduct investigations, he will, nevertheless, be charged with the knowledge of conditions which reasonable inspection and investigation would have disclosed.

700-7 UTILITIES

The Contractor shall coordinate construction with public utility relocation activities. Additional utility/service providers are mentioned in Section 5-1.

The existing subsurface utilities shown have been indicated, based on the best available record information. However, to avoid or resolve any interference problems between these existing utilities and the proposed work, the Contractor shall field verify the vertical and horizontal locations of all utilities, such as water lines and water services, electronic conduits, telephone and television cable, storm drain facilities, and all other facilities and obstructions prior to beginning any excavations. If conflicts exist, revised grades and/or alignments may be established, if required. **Such field verification shall require exposing these utilities prior to the start of construction.**

Special reference is hereby made to Section 5-2, "Protection," of the SSPWC with respect to the protection, repair, and replacement of existing subsurface utilities.

The Contractor shall telephone Underground Service Alert (USA) at 1-800-422-4133 a minimum of two (2) working days prior to the start of construction. No excavation shall commence unless the Contractor has obtained the USA Inquiry Identification Number. For best response, provide as much notice as possible, up to ten (10) working days.

700-8 SUBMITTALS

The Contractor shall provide the material submittals prior to the preconstruction meeting.

SECTION 1 - DEFINITIONS AND TERMS

All workmanship and material shall conform to the plans, these Special Provisions, and the State of California, Department of Transportation Standard Specifications, 2015, (hereinafter referred to as the Standard Specifications).

All section numbers and titles herein are identical to the Standard Specification numbers.

Whether either the statement "The Standard Specifications are incorporated herein by this reference" or no reference is listed to that particular section, it means the section(s) is (are) adopted from the Standard Specifications without change.

SECTION 5 - CONTROL OF WORK

The work to be performed is either within City of Auburn rights-of-way or within various utility and/or access easements previously obtained by the City to allow construction therein.

Locations of any utilities shown on contract drawings are approximate only. Additional unknown utilities may exist. All existing utilities within the project limits shall remain in use during construction.

The toll-free number for Underground Service Alert (U.S.A.) is (800) 227-2600 or 811. The Contractor is required to call U.S.A. two working days in advance of performing excavation work.

The Contractor shall take adequate measures to insure that his operations do not damage any existing underground facilities not specifically mentioned.

SECTION 8 - DESCRIPTION OF WORK

The work to be completed consists of a 2-inch asphalt concrete overlay with Bonifiber on the following streets within the City of Auburn as funding allows:

1. ***AUBURN FOLSOM ROAD. – Between south City limits and Sunrise Ridge Cir.***
2. ***AUBURN FOLSOM ROAD. – Between Herdal Dr. and Maidu Dr.***
3. ***AUBURN FOLSOM ROAD. – The intersection of Lincoln Way and Maple St.***
4. ***MARVIN WAY – Between Lubeck Rd. and Brook Rd.***
5. ***BROOK ROAD. – Between Marvin Way and Virginia St.***
6. ***ROBIE DRIVE – Eastern most City Limits and 1000 feet to the west.***

Additional work includes, but is not limited to, over exaction in locations of poor structural sections, planing of existing asphalt concrete at gutters and intersections, adjusting manholes and valve boxes, and water boxes to grade, pavement restriping and traffic control. All pavement restriping, traffic control and other work necessary to complete the work as specified in the Contract Documents.

The Engineer shall mark the project limits in the field.

SECTION 9 - MEASUREMENT AND PAYMENT

The Engineer shall measure all work with payment based on the quantity units and unit price for that quantity as called for in the Bid Proposal. The measurement units called for in the Bid Proposal shall govern over those as called for in the Standard Specifications.

Payment shall include full compensation for the furnishing of all materials, equipment, labor, and incidentals required by the Contractor to construct that particular item.

Only those items called for in the Proposal shall be applicable for payment. All other work shall be considered as included in the proposal item which most appropriately covers the work. No payment will be made for materials which are on hand and not incorporated in the work.

SECTION 10 - CONSTRUCTION DETAILS

10-1.01 - MAINTAINING TRAFFIC

Attention is directed to Section 12 "Temporary Traffic Control," of the Standard Specifications and Section 7-10 "Public Convenience and Safety" of these Standard Specifications. Section 12-1.03, "Flagging Costs," shall not apply. In connection with said sections, it is understood that all lights, signs, barricades, flagmen or other necessary devices shall be furnished and maintained by the Contractor at his own expense.

The Contractor shall furnish written advance notices describing the work to be done and shall distribute these notices to all affected property owners and tenants 48 hours prior to beginning the first phase of the overlay operations. Failure to distribute notices shall be sufficient for the Engineer to suspend the work until such notices are distributed.

Payment for furnishing and distributing advance notices to property owners shall be considered as being included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefore.

A portion of the project site is immediately adjacent to a school therefore the project site will be impacted by school traffic and pedestrians as well as normal traffic. No work that interferes with public traffic shall be performed between **7:30 a.m. and 8:30 a.m.** or between **2:00 p.m. and 3:00 p.m.** except as allowed by the Engineer.

During paving operations, the Contractor shall furnish and place sufficient barricades at all cross streets to protect new surfaces from traffic until sufficiently cooled as well as placing "Detour" signs at all impassable intersections.

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

Lane closures shall conform to the provisions in the section of the Special Provisions entitled "Traffic Control System."

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners. Access to any driveways, houses, and buildings along the line of work shall be maintained.

The Contractor shall be responsible for maintaining local property access and access to existing public cross-streets within the limits of this contract. The Contractor shall be responsible for the safety of traffic within the project limits and on the approaches to the project.

Whenever the Contractor's operations create a condition hazardous to traffic, or to the public, the Contractor shall take the necessary precautions and provide adequate means to protect those who must pass through or over the work. If the Contractor shall appear to be neglectful or negligent in providing such warning or protective measures, the Engineer may direct attention to the existence of a hazard, and require that necessary barricades, warning signs, lights, or flagmen be installed by the Contractor. Any action by the Engineer as provided herein shall not relieve the Contractor from responsibility for public safety.

When ordered by the Engineer, the Contractor shall furnish flagmen for the purpose of expediting the passage of public traffic through the work under one-way controls. At locations where traffic is being routed through construction under one-way controls and when ordered by the Engineer, the movement of the Contractor's equipment from one portion of the work to another shall be governed in accordance with such one-way controls.

When directed by the Engineer, work on the traffic lanes shall be confined to one traffic lane at a time. Upon completion of work on a lane and during the time the Contractor's operations are shut down by breakdown, or other causes, and during the period when work is not permitted in traffic lanes, the Contractor's equipment shall be immediately and entirely withdrawn from the traveled way, and public traffic shall be allowed the use of a minimum of two traffic lanes.

Whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the

shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer.

When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

A minimum of one traffic lane, not less than 10 feet wide, shall be open for use by public traffic. When construction operations are not actively in progress, not less than two such lanes shall be open to public traffic.

Wherever the Contractor's operations obliterate traffic striping such traffic striping shall be replaced by tabs striping before opening the traveled way to public traffic. The Contractor shall be responsible for establishing the line for tabs striping. The tabs shall be completely removed and disposed of prior to placing permanent striping and reflective markers as required by the Engineer.

Backfilled trenches in the existing pavement shall be temporarily paved and maintained with asphalt concrete, or permanently paved (consistent with the existing pavement) with asphalt concrete, before allowing traffic on the trenches.

Full compensation for conforming to these requirements and for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing, placing, maintaining, replacing, removing and disposing of lights, signs, barricades, flagmen and other devices of work necessary for maintaining traffic including temporary striping, as specified herein and in the Standard Specifications, and as directed by the Engineer, shall be considered as included in the contract prices paid for the various contract items of work and no separate payment will be made therefore.

10-1.02 BASE FAILURE REPAIR

This work shall consist of the removal of existing pavement materials and any underlying material and replacement with compacted asphalt concrete at the locations marked in white paint at the project roadway

Prior to beginning any work on the base repairs, the contractor shall arrange for and conduct a field review of each digout location with the Engineer. The size of the digouts shall not vary from this agreement unless specified by the Engineer or their representative. Additional compensation shall not be allowed for digouts in excess of the agreed upon size.

The contractor shall sawcut the existing asphalt to a neat and straight edge. The material shall be excavated to a depth of eleven (11) inches. All aggregate base (AB) material shall be installed per provisions in Section 25 and 26 of the Caltrans Standard Specifications. Eight (8) inches of Class II AB shall be compacted to 95% relative compaction.

Before the asphalt is placed, the Contractor shall apply a tack coat to the vertical faces of the existing asphalt pavement and to the base material. Asphalt concrete shall be Type A and installed per provisions in Section 39 of the Caltrans Standard Specifications. Three (3) inches of ¾-inch gradation AC shall be placed and rolled level with the existing finish grade.

10-1.03 PROTECTION OF ROADWAY FACILITIES

It shall be the responsibility of the Contractor to protect existing culverts, railings, signs, traffic signal detectors, and other roadway appurtenances, while planing the existing road surface and while placing the asphalt concrete overlay. Facilities damaged due to the Contractor's operations shall be repaired or replaced, as directed by the Engineer, at the Contractor's expense. If traffic signal detector facilities are cut or damaged during construction, the Contractor shall contact City Public Works Inspector and the facilities shall be repaired or replaced so as to be fully operational within 24 hours.

All sewer manholes, water valve boxes, drain inlets, and other utility covers located in the work area shall be carefully referenced out by the Contractor and the locations of the covers painted on the surface immediately after paving.

The Contractor shall be responsible for limiting the "tracking" of material off of the project site. The Contractor shall sweep or wash the street/sidewalk to remove the material. The Contractor shall submit to the Engineer the proposed haul route to each jobsite two working days prior to starting work.

Full compensation for protection of roadway facilities shall be considered as included in the contract prices paid for the various contract items of work and no separate payment will be made therefore.

10-1.04 ADJUST MANHOLE TO GRADE

Existing manholes shall be adjusted to grade in accordance with Section 15, "Existing Facilities," of the Standard Specifications with the exception that "raising devices" are not permitted and are not an option for the contractor to utilize. Manholes and utility boxes must be raised to grade with new materials similar in character to those in the original structure. Extreme care shall be taken to prevent spilling asphalt concrete or other debris from entering the drainage or sanitary sewer system.

The Engineer may require the Contractor to immediately remove manhole covers for inspection to determine if any asphalt has fallen into the manhole. The Contractor shall be required to immediately remove all asphalt from the manhole's interior.

All manholes and other utility covers encountered in the area to be overlaid with asphalt concrete shall be carefully referenced out by the Contractor and the locations of the cover painted on the surface immediately after paving. All sewer manhole adjustments shall be the responsibility of the Contractor.

The contract unit price paid per each for "Adjust Manhole to Grade" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals required and no additional compensation will be allowed therefore.

10-1.05 ADJUST WATER VALVE BOX AND UTILITY BOX TO GRADE

The Contractor shall adjust to grade all water valve boxes and utility boxes located within the limits of the project. The boxes shall be set such that no water can collect on top of the box cover. Existing water valves and utility boxes shall be adjusted to grade in accordance with Section 15, "Existing Facilities," of the Standard Specifications with the exception that "raising devices" are not permitted and are not an option for the contractor to utilize. Water valve and utility boxes must be raised to grade with new materials similar in character to those in the original structure.

The Engineer shall be notified of all damaged boxes prior to adjustment. Replacement of existing damaged boxes and drain inlets shall be paid for as extra work as provided in Section 4-1.05 "Changes and Extra Work" of the Standard Specifications and Section 5 "Utilities" of these Special Provisions.

The Contractor, at his expense, shall replace all boxes which are damaged as a result of the Contractor's operation.

The contract unit price paid per each for "Adjust Water Valve Box to Grade" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals required and no additional compensation will be allowed therefore.

10-1.06 ASPHALTIC EMULSION (TACK COAT)

The Contractor shall be responsible for furnishing and placing asphalt emulsion tack coat in advance of the overlay as provided in Sections 37, 39, and 94 of the State Standard Specifications and these Special Provisions.

A tack coat, type SS-1, shall be applied to all mating surfaces along lip of gutter and at conforms to existing pavement prior to placement of new asphalt concrete and shall conform to Section 94, "Asphaltic Emulsions" of the Standard Specifications.

Tack coat shall be applied between all asphalt concrete lifts.

No adjustment of the contract bid price will be made for any increase or decrease in the quantities of asphaltic emulsion required. The provisions in Section 9-1.06B, "Increases of More Than 25 Percent" and Section 9-1.06C Decreases of More Than 25 Percent," of the Standard Specifications shall not apply to the item of asphaltic emulsion.

10-1.07.A ASPHALT CONCRETE (TYPE A) – BASE BID

Asphalt concrete paving shall conform to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications, these Special Provisions and the Details on the Plans.

Aggregate shall be Type "A" 3/4" maximum. Paving asphalt shall be PG64-10 conforming to the latest published provisions in Section 92, "Asphalts," of the Standard Specifications.

The Contractor shall furnish the Owner's Engineer, at least ten (10) working days prior to the start of work, a list of sources of materials together with a Certified of Compliance indicating that materials to be incorporated in the work fulfill the requirements of these specifications and a mix design for the asphalt concrete. The Certified of Compliance shall be signed by the material supplier or his representative. The Contractor shall be responsible for all costs associated with the required mix design.

Asphalt concrete shall be placed in separate lifts as shown on the plans.

Contractor to remove or adjust existing iron if necessary for paving operations.

In addition to the requirements in Section 39-5.01, "Spreading Equipment," of the Standard Specifications, asphalt paving equipment shall be equipped with automatic screed controls and a sensing device or devices.

When placing asphalt concrete to lines and grades established by the Engineer, the automatic controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed and maintained by the Contractor. Should the Contractor elect to use a ski device, the minimum length of the ski device shall be 30 feet. The ski device shall be a rigid one piece unit and the entire length shall be utilized in activating the sensor.

When placing the initial mat of asphalt concrete on existing pavement, the end of the screed nearest the centerline shall be controlled by a sensor activated by a ski device not less than 30 feet long. The end of the screed farthest from the centerline shall be controlled by a sensor activated by a similar ski device.

When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 0.01-foot tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same manner as when placing the initial mat.

Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the requirements, including straightedge tolerance, of Section 39-6.03, "Compacting," of the Standard Specifications, the paving operations shall be discontinued and the Contractor shall modify his equipment or furnish Substitute equipment.

The areas to which paint binder has been applied shall be closed to public traffic. Care shall be taken to avoid tracking binder material onto existing pavement surfacing beyond the limits of construction.

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

A drop-off of more than 0.15-foot will not be allowed at any time between adjacent lanes open to public traffic.

The Contractor shall schedule paving operations such that each layer of asphalt concrete is placed on all contiguous lanes of a traveled way each work shift. At the end of each work shift, the distance between adjacent lanes, 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.

Where the existing pavement is to be widened by constructing a new structural section adjacent to the existing pavement, the new structural section, on both sides of the existing pavement, shall be completed to match the elevation of the edge of the existing pavement at each location prior to spreading and compacting asphalt concrete over the adjacent existing pavement.

Shoulders or median borders adjacent to a lane being paved shall be surfaced prior to opening the lane to traffic.

Measurement. Asphalt Concrete Type A will be measured by the ton.

Payment. Full compensation for Asphalt Concrete Type A will be paid for at the contract price per ton, which price shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in constructing Asphalt Concrete, in place complete as herein specified, including:

- sawcutting existing pavement,
- placing,
- tack coat,
- compaction,

and any other work necessary to construct Asphalt Concrete Paving not specifically enumerated in the Plans or Specifications, and no additional allowance will be made therefor.

10-1.08 PAVEMENT REINFORCING FIBERS

The fiber reinforced asphalt concrete mix shall conform to Sections 39 and 92 of the Standard Specifications with the addition of two and a half (2.5) pounds of bonding fibers per ton of mix and an additional 0.125% asphalt content per ton of mix. The bonding fibers shall be "Boni Fibers" as produced by Kapejo, Inc., HI TECH FIBERS or approved equal. Fibers (1/4-inch long) shall be used on the wearing course. The reinforcing fibers shall be used in accordance with the Manufacturer's recommendations and specifications. The reinforced asphalt concrete mix shall be placed and compacted in conformance with Section 39 of the Standard.

Full compensation for providing the Pavement Reinforcing Fiber shall be considered as included in the contract price for Asphalt Concrete (Type A) and no addition compensation will be allowed.

10-1.09 PLANING ASPHALT CONCRETE PAVEMENT

Existing asphalt concrete pavement shall be planed at the locations and to the dimensions as shown on the plans, detail D-1 and D-2 and in accordance with these Special Provisions.

Planing operations shall be performed by the cold planing process. The cold planing machine shall have a cutter head at least 30 inches wide and shall be operated so as not to produce fumes or smoke.

The depth, width, and shape of the cut shall be indicated on the typical cross sections or as directed by the Engineer. The final cut shall result in a uniform surface conforming to the typical cross sections. The outside lines of the planed area shall be neat and uniform. The road surfacing to remain in place shall not be damaged in any way.

At the beginning and at all end points of the project, conforms shall be made by a transverse planed section as shown on the plans.

The material planed from the roadway surface shall be removed and disposed of by the contractor. The planed material shall be removed immediately from any City public property.

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. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 30:1 or flatter to the level of the planed area.

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 material from the underlying surface, before placing the permanent surfacing.

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 of the work and disposed of. The removal crew shall follow within fifty feet (50') of the planer, unless otherwise directed by the Engineer.

Cold planing will be measured by the linear feet. The quantity to be paid for will be the actual area of pavement cold planed irrespective of the number of passes required to obtain the depth as shown on the details.

Full compensation for furnishing asphalt concrete for temporary tapers and for constructing, maintaining, removing, and disposing of the tapers shall be considered as included in the contract price paid per linear feet for cold plane asphalt concrete pavement, and no additional compensation will be allowed therefore.

The transverse planed conforms at the beginning and end points of the project shall be paid for at the contract unit price paid for planing asphalt concrete pavement and no additional compensation will be allowed therefore.

The contract price paid per linear foot for plane asphalt concrete pavement shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in planing and placing bituminous surfacing and disposing of material removed, all as specified herein and in these Special Provisions and as directed by the Engineer and no additional compensation will be allowed therefore.

10.1.10 TRAFFIC STRIPING

Hot Applied Thermoplastic Pavement Markings

All pavement legends, arrows and crosswalks shall be installed with hot applied thermoplastic pavement markings. All material shall be 125 mil thickness and applied using propane torch. Use appropriate installation procedures according to manufacturer. If pavement markings are applied to existing surface over existing painted legends (arrows and crosswalks), existing pavement legends (arrows and sidewalks) shall be removed before thermoplastic material is applied. For either material, pavement shall be preheated to remove all residual moisture prior to installation. All pavement legends, arrows and crosswalks shall be placed per the dimensions shown on the detail sheet of Caltrans Traffic Manual.

Pavement markings shall conform to the provisions in Sections 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these Special Provisions.

The existing striping configuration shall be replaced in-kind. The Contractor shall field verify all existing striping widths, types, and alignments in advance of the overlay for replacement.

Pavement markers shall conform to the requirements of Section 85, "Pavement Markers", of the Standard Specifications and these Special Provisions. Non-reflective pavement markers shall be plastic and shall conform to Section 85-1.02B(2), "Non-Reflective Pavement Markers (Plastic)".

Adhesive shall be State approved, Rapid Set Type, hot melt bituminous type. Pavement markers shall not be placed on new asphalt concrete surfacing or seal coat until the surfacing or seal coat has been opened to public traffic for a period of not less than 7 days when hot melt bituminous adhesive is used. Existing pavement markers, when no longer required for traffic lane delineation, shall be removed and disposed of as directed by the Engineer.

The lump sum contract price paid for Traffic Striping shall include full compensation for furnishing all labor, materials, tools and equipment, and for doing all work involved in painting traffic stripes and pavement markings in accordance with the Standard Specifications, these Special Provisions, and as directed by the Engineer.

10-1.11 SHOULDER BACKING

Shoulder backing shall be Asphalt grindings material or equal as approved by the Engineer. Areas to receive shoulder backing shall be cleaned of weeds, organic material, rocks and all other deleterious material before shoulder backing is placed. Shoulder backing shall be compacted to 95% relative compaction. The areas to receive shoulder backing will be determined by the Engineer.

10-1.12 PEDESTRIAN/CURB RAMPS (Not Part of Contract)
Pedestrian/curb ramps shall be constructed in accordance with State Standard Plan A88A and shall conform to the applicable requirements of Sections 73 and 90 of the State Standard Specifications. Pedestrian/curb ramps shall be constructed at locations determined by the Engineer:

Payment shall be made per each pedestrian/curb ramp and shall include full compensation for all labor, materials, tools, equipment and incidentals and for doing all work involved with constructing pedestrian/curb ramps, including existing pedestrian ramp/curb ramp removal (sawcut, demolition of existing concrete, etc.), and existing utility adjustments, as specified in these Special Provisions and as directed by the Engineer.

10-1.13 STAGING AREAS
The Contractor is responsible for making arrangements to stockpile and store equipment and materials as work is performed.

10-1.14 AESTHETIC CLEAN-UP
The Contractor is responsible for the timely removal of asphalt material on roadways, gutters, sidewalks, and driveways that was tracked or sprayed by equipment or personnel under his control.

10-1.15 CONSTRUCTION WATER
The contractor is responsible to obtain a water meter from Placer County Water Agency (PCWA) for construction water.

Watering shall conform to the provisions in Section 17, "Watering" of the Standard Specification.

Full compensation for developing a water supply shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed.

10-1.16 PRESERVATION OF PROPERTY:
Attention is directed to the provisions in Section 5-1.36, "Property and Facility Preservation," of the Standard Specifications and these Special Provisions.

It shall be the responsibility of the Contractor to protect existing culverts, railings, signs, traffic signal detectors, and other roadway appurtenances. Facilities damaged due to the Contractor's operations shall be repaired or replaced, as directed by the Engineer, at the Contractor's expense. If traffic signal detectors, wires or other facilities are cut or damaged during construction, the Contractor shall contact City Public Works Superintendent and the facilities shall be repaired or replaced so as to be fully operational within 24 hours.

All sewer manholes, water valve boxes, drain inlets, and other utility covers located in the work area shall be carefully referenced out by the Contractor and the locations of the covers painted on the surface immediately after paving.

The Contractor shall be responsible for limiting the "tracking" of material off of the project site.

The Contractor shall sweep or wash the street/sidewalk to remove the material. The Contractor shall submit to the Engineer the proposed haul route to each jobsite two working days prior to starting work.

Landscape restoration - Existing trees, shrubs, and other plants and irrigation, that are not to be removed and are injured or damaged by reason of the Contractor's operations, shall be replaced by the Contractor

in accordance with the requirements in Section 20-2.03B, "Replacement," of the Standard Specifications and the following:

> The minimum size of tree replacement shall be 24-inch box and the minimum size of shrub replacement shall be 15-gallon. Replacement ground cover plants shall be from flats and shall be planted 12 inches on center. Replacement of Carpobrotus ground cover plants shall be from cuttings and shall be planted 12 inches on center.

Damaged or injured plants shall be removed and disposed of outside the street right of way in accordance with the Standard Specifications. Removed trees and shrubs may be reduced to chips.

The Contractor is required to take due precautionary measures to protect the utility lines shown and any other lines not of record or not shown on these plans. The contractor shall be responsible for any damages to City or other utilities caused by his operations. Existing facilities that are damaged by reason of the Contractor's operations shall be replaced or restored by the Contractor in accordance with the Standard Specifications.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed.

10-1.17 COOPERATION:
Attention is directed to Section 5-1.20,"Coordination with Other Entities" of the Standard Specifications and these Special Provisions.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed.

10-1.18 SAFETY:
The Contractor is hereby informed that under this contract he has the sole responsibility for the safety of his work, including his workman, equipment and that of subcontractors, and of the general public as they may come in contact with the work. The Engineer or Inspector has specifically not been hired to review the Contractor's safety or methods of operation.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed.

10-1.19 OBSTRUCTIONS AND NONHIGHWAY FACILITIES:
Attention is directed to Section 5-1.36D, "Nonhighway Facilities", of the Standard Specifications and these Special Provisions.

Attention is directed to the existence of power, telephone, cable television, and other telecommunication poles, underground power, telephone, cable television, other telecommunication lines, and gas lines; and underground water, sewer, and storm drain lines within the area in which construction is to be performed.

Prior to starting work, the Contractor shall (a minimum of 2 working days in advance) call Underground Service Alert (USA), toll free, at (800) 642-2444 and provide USA with all necessary data relative to the proposed work. USA will accept calls and process information to participating agencies who have underground facilities in the area between the hours of 7:30 a.m. and 5:00 p.m. daily, except Saturdays, Sundays, and holidays. Between the hours of 5:00 p.m. and 7:30 a.m. calls will be recorded and then processed after 7:30 a.m. For emergency situations, after hours and on Saturdays, Sundays and holidays, the Contractor shall contact the organization owning the affected facility. Upon notification, agencies

having facilities in the area of the proposed excavation will mark their locations in the field using USA standard colors and codes to identify the facility.

The Contractor will be required to work around public utility facilities and other improvements that are to remain in place within the construction area, or that are to be relocated and relocation operations have not been completed, and he will be held liable to the owners of such facilities or interference with services resulting from his operations.

The existing facilities designated to be adjusted to grade by others will be adjusted by the respective owners after the surfacing or final grading is completed. The Contractor shall mark out reference points for these facilities in advance of the surfacing operation and shall clearly mark their location on the completed surfacing or finished grade within 24 hours after paving final grading. The appropriate utility shall be notified by the Contractor at least two weeks in advance, of their needing to adjust their facilities to grade.

Attention is directed to the section entitled, "Right-of-Way Delays," of these Special Provisions.
Any delays claimed by the Contractor as a direct result of the utility facilities not being rearranged as provided will not be recognized nor will any delays be considered right-of-way delays, except that any such delays will entitle the Contractor to an extension of time as provided in the Standard Specifications. The Contractor shall immediately notify the Engineer of any such delays.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed.

10-1.20 CONSTRUCTION AREA SIGNS:
Construction area signs shall be furnished, installed, maintained and removed when no longer required in accordance with the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications and these Special Provisions.

Construction area signs shall not be used until they are needed and when no longer needed they shall be removed from the site of the work.

If speed limit construction signs are shown, they shall be covered when no work is being performed and the existing speed limit signs, if of different speed than speed limit construction signs, shall be covered when work is being performed.

The Contractor shall notify the Underground Service Alert (USA) in accordance with the section on "Obstructions" in these Special Provisions at least two working days, but no more than 14 calendar days, prior to commencing any excavation for construction area sign posts.

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

Stationary mounted signs shall be erected on wood posts in the same manner specified for roadside signs and in accordance with the Caltrans Standard Plans.

All signs shall be new and meet the reflectivity requirements set forth in the current edition of the "California Manual of Traffic Control Devices (CAMUTCD)" Construction area signs shall not be used until they are needed and when no longer needed they shall be removed from the site of the work.

Full compensation for conforming to the requirements of this section shall be considered as included in the lump sum contract prices paid for Traffic Control and no additional compensation will be allowed.

10-1.21 WATERING:
Watering shall conform to the provisions in Section 17, "Watering" of the Standard Specification.

The contractor is responsible to obtain a water meter from Placer County Water Agency (PCWA) for construction water.

Full compensation for developing a water supply shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed.

10-1.22 TRENCH SHORING AND BRACING:
Trench shoring and bracing shall conform to the provisions in Section 7-1.02K(6)(b), "Excavation Safety," of the Standard Specifications and these Special Provisions.

The Contractor shall obtain any necessary permits from the State of California, Division of Industrial Safety. The Contractor shall pay all costs in connection with said permits and proof of such permits shall be submitted to the Engineer before commencing the trench work.
Full compensation for trench shoring and bracing shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed.

10-1.23 CLEARING AND GRUBBING:
Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the Standard Specifications and these Special Provisions.

The Contractor's attention is directed to the sections entitled, "Preservation of Property", "Preservation and Protection of Trees and Plantings" and "Mitigation Measures and monitoring," of these Special Provisions.

Vegetation shall be cleared and grubbed only within the excavation and embankment slope lines.
All existing vegetation, outside the areas to be cleared and grubbed, shall be protected from the Contractor's operations unless specifically shown on the plans to be removed.

Only those trees noted on the plans to be removed or so designated by the Engineer shall be removed. The Contractor's attention is directed to "Remove Tree," elsewhere in these Special Provisions. Removal of trees smaller than six inches in diameter shall be considered as included in the contract lump sum price for Clearing and Grubbing and no additional compensation will be allowed.

Full compensation for clearing and grubbing shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed.

10-1.24 SAWCUT PAVEMENT:
Where no joint exists between concrete or asphalt concrete to be removed and concrete or asphalt concrete to remain in place, the concrete or asphalt concrete shall be cut in a neat line to a minimum depth of 0.17 foot with a power driven saw before the concrete or asphalt concrete is removed.

Full compensation for saw cutting shall be considered as included in the contract prices paid for the various items of work requiring saw cutting and no additional compensation will be allowed.

SECTION 10-2 ROADWAY CONSTRUCTION

10-2.01 EARTHWORK:
All earthwork shall be performed in accordance with the Standard Specifications except as herein amended.

Grading and earthmoving shall be performed during the dry season. No grading or earthmoving will be allowed between October 15 and April 1 except as allowed by the SWPPP and as approved by the Engineer.

10-2.01(A) ROADWAY EXCAVATION:
Roadway excavation shall conform to the provisions in Section 19-2, "Roadway Excavation", of the Standard Specifications and these Special Provisions.

Roadway excavation shall include the removal of the roadway prism within the limits for roadway construction, removal and disposal of asphalt concrete pavement, removal and disposal of asphalt concrete and disposal of excess material, at the locations shown on the plans. Removal shall be to the lines and grades shown, specified or determined by the Engineer.

Surplus materials from the excavation shall become the property of the Contractor and shall be disposed of by him, at his expense. The excavated roadway material shall be disposed of outside the right of way in accordance with the Standard Specifications.

No separate measurement will be made for removal of asphalt concrete, existing bituminous pavement and base materials.

Excavation in excess of the planned or authorized cross section will not be paid for. The Contractor shall backfill and compact, as directed by the Engineer, unauthorized excavated areas at his expense.

No separate measurement or payment will be made for roadway excavation. Full compensation for roadway excavation shall be considered as included in the contract cubic yard price and no additional compensation will be allowed.

10-2.01(B) SURPLUS MATERIAL:
Surplus excavated material shall conform to the provisions in Section 19-2.03B, "Surplus Material," of the Standard Specifications and these Special Provisions.

The Contractor shall make his own arrangements for disposing of surplus material including unsuitable material in accordance with the provisions of the Standard Specifications.

Arrangements shall include, but not be limited to, entering into agreements with property owners and obtaining necessary permits, licenses and environmental clearance.

10-2.02 AGGREGATE BASE:
Aggregate base shall be Class 2, 3/4" maximum gradation conforming to the provisions in Section 26,"Aggregate Bases," of the Standard Specifications and these Special Provisions.

The minimum sand equivalent shall be 31 for any individual test.

Compaction shall commence immediately after spreading of the damp material and before the material has dried sufficiently to allow separation between the fine and coarse particles. If the Engineer determines that the aggregate base has dried excessively before compaction can be achieved, the aggregate base shall

be removed and replaced, or moisture conditioned prior to resumption of compaction effort at the Engineer's direction and the Contractor's expense.

Aggregate base shall be spread and compacted in layers not to exceed 0.75 feet.

Aggregate base compaction shall comply with the plans and these additional requirements. The surface of the finished aggregate base shall be firm and unyielding. Any visible movement vertically or horizontally of the aggregate base under the action of construction equipment or other maximum legal axle loads shall be considered as evidence that the aggregate base does not meet this requirement.

Only aggregate base used in the construction of the roadway structural section, curb and gutter and driveway area will be paid for under this contract item of work. Aggregate base used in conjunction with the construction of drainage structures, backfill for trenches and for backfill of voids when facilities are removed will be measured and paid for as part of those items of contract work and no additional compensation will be allowed.
Aggregate base will be measured and paid for by the cubic yard in accordance with Sections 26-1.04 of the Standard Specifications.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved including, but not limited to, placing, grading, and compacting of material, shall be considered as included in the contract prices paid for the various items of work requiring saw cutting and no additional compensation will be allowed.

10-2.03 MINOR CONCRETE CONSTRUCTION:
Minor concrete shall conform to the provisions of Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications, the details on the Plans and these Special Provisions.

Concrete shall be Class "A" with a minimum 6 sacks of cement per cubic yard, in accordance with Section 90, "Portland Cement Concrete," of the Standard Specifications. Reinforcement shall conform to the requirements of Section 52, "Reinforcement," of the Standard Specifications.

Any concrete removed shall be removed to the nearest transverse score mark across the full width of the sidewalk or construction joint as directed by the Engineer. Joints between old and new Portland cement concrete shall be neat and free of defects. Saw cutting may be required to achieve this effect.

Where new Portland cement concrete is joining existing Portland cement concrete, the new Portland cement concrete shall align and conform to adjacent elevations.

All oil, paint, tire, graffiti and other marks shall be removed from all minor concrete construction by sandblasting or complete replacement prior to acceptance by the Engineer. Cement mortar will not be an acceptable substitute for sandblasting or complete replacement.

All soft or spongy subgrade material within curb and gutter areas shall be removed and replaced with suitable material as required by the Engineer.

Aggregate Base, Class 2, shall be placed under minor concrete, as shown on the Plans. Minor concrete shall have a medium broom finish. No separate measurement will be made for medium broom finish.

Minor Concrete, Curb and Gutter will be paid for at the contract price per lineal foot measured at the front face of curb, which price shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in constructing curb and gutter in place complete as herein specified, including:

- excavation,
- saw-cutting,

- Portland cement concrete,
- forms,
- furnishing and placing backfill,
- compaction,
- furnishing and placing expansion joint filler,
- constructing weakened plane joints,
- furnishing and applying curing materials,
- sealing,
- removing discoloration,
- conforming to existing curb and gutter,
- depressions for driveways,

and any other work necessary to construct curb and gutter not specifically enumerated in the Plans or Specifications, and no additional allowance will be made therefore.

Minor Concrete, Sidewalk will be paid for at the contract price per square foot, which price shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in constructing sidewalk in place complete as herein specified, including:

- excavation,
- saw-cutting,
- Portland cement concrete,
- forms,
- grooving,
- furnishing and placing backfill,
- compaction,
- broom finish,
- furnishing and placing expansion joint filler,
- constructing weakened plane joints,
- furnishing and applying curing materials,
- sealing,
- removing discoloration,
- conforming to existing curb and gutter,
- depressions for driveways,

and any other work necessary to construct concrete sidewalks not specifically enumerated in the Plans or Specifications, and no additional allowance will be made therefore.

Minor Concrete, Pedestrian Ramps will be paid for at the contract price per square foot for the various types installed, which price shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in constructing sidewalk in place complete as herein specified, including:

- excavation,
- saw-cutting,
- Portland cement concrete,
- forms,
- furnishing and placing backfill,
- compaction,
- broom finish,
- furnishing and placing expansion joint filler,
- constructing weakened plane joints,

- furnishing and applying curing materials,
- sealing,
- detectable warning surfaces (grooves & truncated domes),
- retaining curbs,
- removing discoloration,
- conforming to existing curb and gutter,
- depressions for driveways,

and any other work necessary to construct pedestrian ramps not specifically enumerated in the Plans or Specifications, and no additional allowance will be made therefore.

Minor Concrete, Commercial Driveway will be Measured and paid for at the contract price per square foot, which price shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in constructing driveway ramp in place complete as herein specified, including:

- excavation,
- saw-cutting,
- Portland cement concrete,
- forms,
- furnishing and placing backfill,
- compaction,
- furnishing and placing expansion joint filler,
- constructing weakened plane joints,
- furnishing and applying curing materials,
- sealing,
- removing discoloration,

and any other work necessary to construct driveway ramp not specifically enumerated in the Plans or Specifications, and no additional allowance will be made therefore.

APPENDIX 1

2022 STREET OVERLAY PROJECT – AUBURN FOLSOM RD, BROOK RD & MARVIN WAY, ROBIE DRIVE.
IN THE CITY OF AUBURN, CALIFORNIA

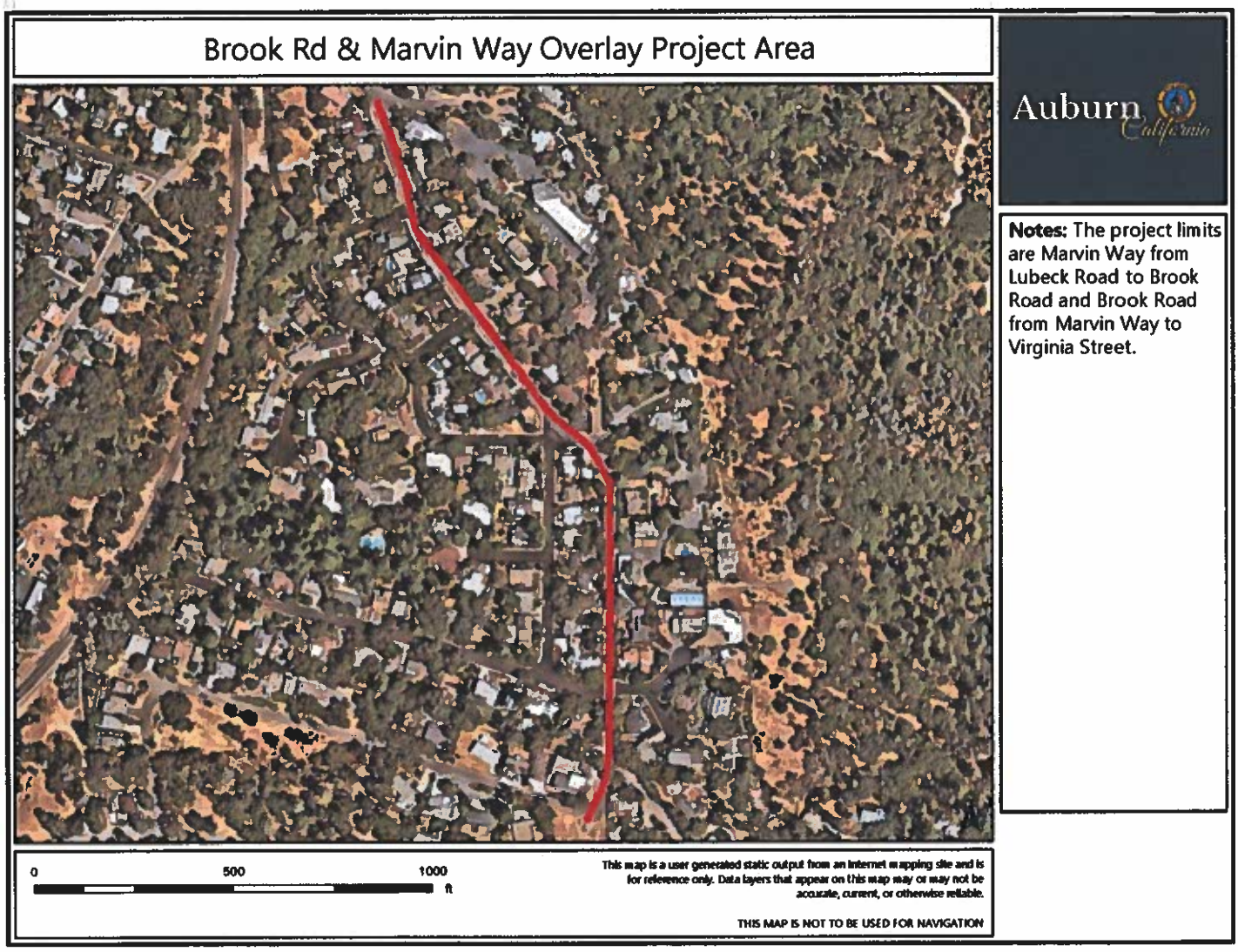
2022 Street Overlay Project Limits

D1 – Type 'A' Planing

D2 – Type 'B' Planing

D3 – Typical Section

2022 AUBURN FOLSOM RD, BROOK RD & MARVIN WAY. – APPROXIMATE PROJECT LIMITS



Lower Auburn Folsom Road Overlay Project Area

0 500 1000 ft

This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Auburn California

Notes: The project limits are Auburn Folsom Road just south of Sunrise Ridge Circle to approximately 330 feet north of Auburn city limits.

City Limits

Mid Auburn Folsom Road Overlay Project Area

0 450 900 ft

This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Auburn California

Notes: The project limits are from Auburn Folsom Road approximately 75 feet north of Herdal Drive to Auburn Folsom Road approximately 115 feet north of Maidu Drive.

Upper Auburn Folsom Road Overlay Project Area

0 150 300 ft

This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Auburn California

Notes: The project limits include the intersection of Auburn Folsom Road and Lincoln Way. The project begins 60 feet north of the intersection on Lincoln Way and ends approximately 100 feet south of the intersection. The project also includes approximately 40 feet of Maple Street west of the intersection and approximately 40 feet east of the intersection of Auburn Folsom Road.

Robie Drive Overlay Project Area

0 400 800 ft

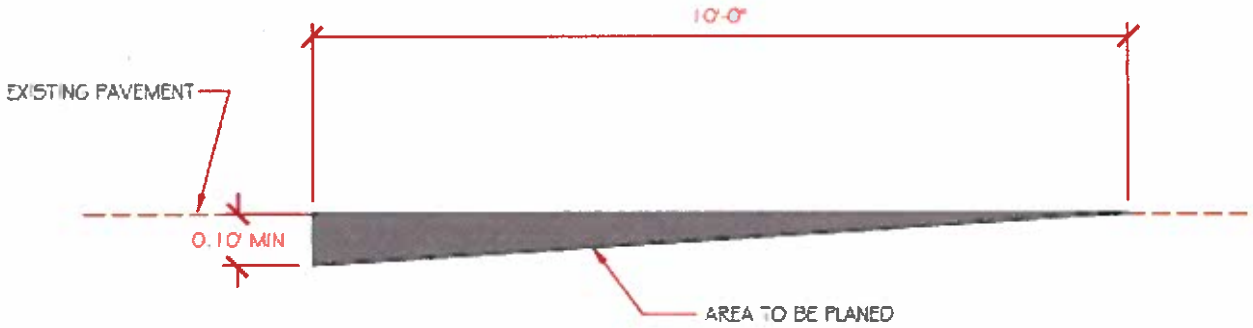
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Auburn California

Notes: The project limits are the eastern most City Limits and 1000 feet to the west.

TYPE 'A' PLANING



NOTE :

EXISTING A.C. SHALL BE REMOVED 0.10 FEET DEEP MINIMUM TO 0.15 FEET MAXIMUM AT CONFORM, TAPERING TO BLEND AT 10 FEET.

TYPICAL SECTION

TRANSVERSE AND LONGITUDINAL CONFORMS AT INTERSECTIONS

NOT TO SCALE

CITY OF AUBURN
1225 LINCOLN WAY, ROOM #3, AUBURN, CALIF 95603
PHONE : (530) 823-4211 FAX : (530) 885-5508

PROJECT :
2016 STREET OVERLAY

LOCATION :
AUBURN, CALIFORNIA

DRAWN BY :
STAFF

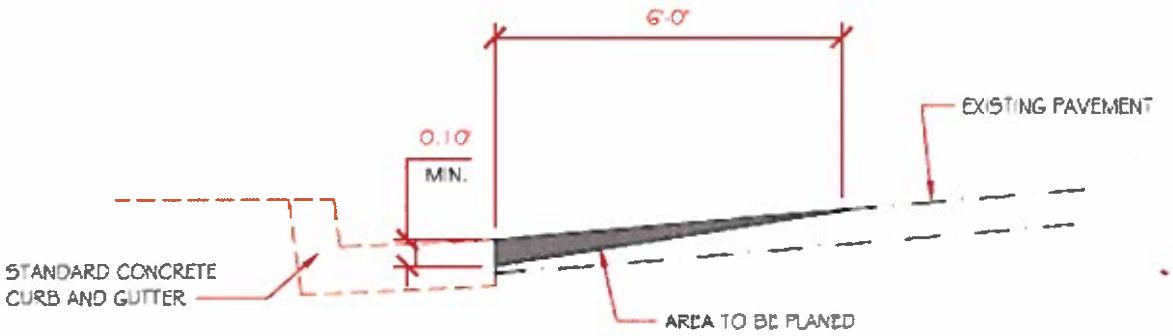
DATE :
August 10, 2015

SCALE :
NOT TO SCALE

CHECKED BY :

D1

TYPE 'B' PLANING



NOTE :

EXISTING A.C. SHALL BE REMOVED 0.10 FEET DEEP MINIMUM TO 0.15 FEET MAXIMUM, TAPERING TO BLEND AT 6 FEET FROM GUTTER EDGE.

TYPICAL SECTION

PLANING ADJACENT TO CONCRETE GUTTER

NOT TO SCALE

CITY OF AUBURN
1225 LINCOLN WAY, ROOM #3, AUBURN, CALIF. 95603
PHONE : (530) 823-4211 FAX : (530) 885-5508

PROJECT : 2016 STREET OVERLAY

LOCATION : AUBURN, CALIFORNIA

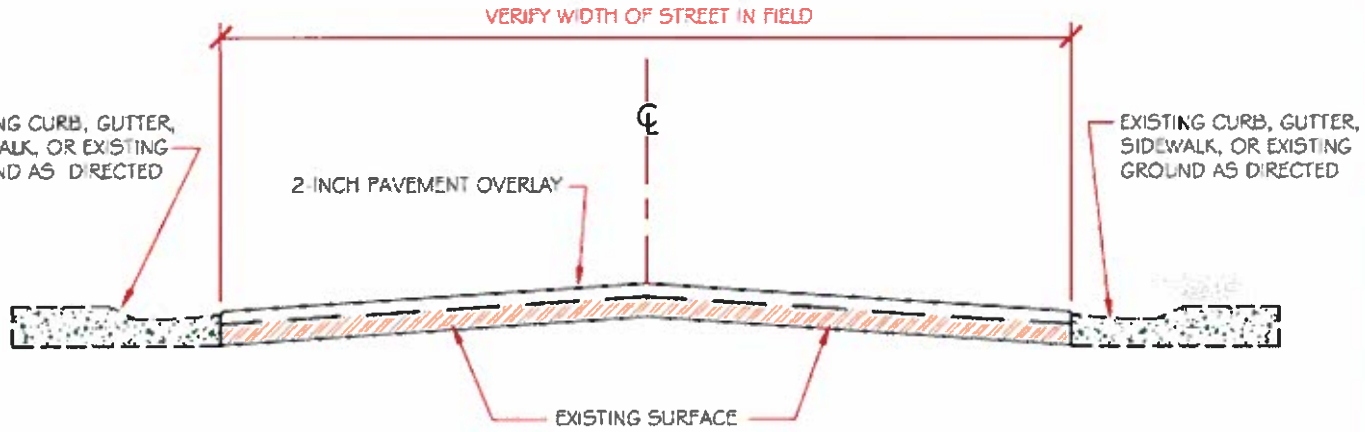
DRAWN BY : STAFF

DATE : August 10, 2015

SCALE : NOT TO SCALE

CHECKED BY : _____

D2



TYPICAL SECTION

NOT TO SCALE

NOTE:

OVERLAY THICKNESS SHALL BE 2 INCHES.

CITY OF AUBURN
1225 LINCOLN WAY, ROOM #3, AUBURN, CALIF. 95603
PHONE : (530) 823-4211 FAX : (530) 885-5508

PROJECT : 2016 STREET OVERLAY

LOCATION : AUBURN, CALIFORNIA

DRAWN BY : STAFF

DATE : August 10, 2015

SCALE : NOT TO SCALE

CHECKED BY : _____

D3