

Town of Yountville

NOTICE INVITING BIDS AND CONTRACT DOCUMENTS

FOR

MT-3023 MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS

**BID OPENING DATE:
JUNE 22, 2022 at 2:00 P.M.**

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

TABLE OF CONTENTS

SECTION

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

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

SECTION A

NOTICE INVITING SEALED BIDS

PUBLIC NOTICE IS HEREBY GIVEN that the Town of Yountville as AGENCY, invites sealed bids for the above stated project and will receive such bids in the office of the Town Clerk, 6550 Count St., Yountville, CA 94599 up to the hour of 2:00 p.m., on the 22nd day of June, 2022. The bids will be publicly opened and read at 2:00 p.m. on the 22nd day of June, 2022 in the Yountville Town Hall Council Chambers.

General Description of Work: The work generally consists of mobilization and demobilization; developing, implementing and maintaining a traffic control system and water pollution control program; cold planing, removing and disposing of existing pavement; placement of hot mix asphalt (HMA); lowering and adjusting utility covers; replacement of traffic striping and pavement markings; installing shoulder backing; cleanup of the project areas, and other items of work as shown in the contract documents.

Engineer's Estimate for Base Bid is \$285,000.00

All contractors doing work in Town are required to have a Town business license (\$56 each).

****Bids must be on a unit price basis. The amount of the bid for comparison purposes will be the total bid of all items in the Base Bid. ****

Copies of the plans, specifications, and contract documents are available for examination at the office of Public Works Department at Town Hall, 6550 Yount St., Yountville, CA 94599. Bid sets may be viewed and purchased at Blue Print Express Reprographics on-line at www.blueprintexpress.com/yountville or by calling (707) 745-3593. Electronic and hard copies may be obtained at a non-refundable cost of \$50.00 per set plus shipping and handling. **All bidders must purchase a complete bid set from BPXpress Reprographics in order to be considered responsive and to receive addenda notifications.**

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 possess a valid Class A 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

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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.

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 MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS. DO NOT OPEN WITH REGULAR MAIL”

The bid must be accompanied by a bid guarantee in the amount of 10% of the total bid by 11:00 a.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 Town of Yountville; (c) a certified check made payable to the Town of Yountville; or (d) a bidder's bond executed by an admitted surety insurer made payable to the Town of Yountville. Such security shall be forfeited should the successful bidder to whom the contract is awarded fail to timely execute the contract and to deliver the necessary bonds and insurance certificates as specified in the contract documents.

All bidders must read all contract documents carefully prior to bidding. Please pay careful attention to the insurance requirements in both the Contract and the Standard Specifications and consult your insurance provider regarding these requirements. Any questions, requests for clarification, or requests for changes to these requirements must be submitted to the Town at least 5 days prior to bid opening. No changes to the contract requirements, including insurance requirements, will be made after bid opening.

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.

Pursuant to California Civil Code § 9550, a payment bond is required to be submitted for all projects estimated in excess of \$25,000.00.

The Agency has determined that the proposed project is a public work subject to the provisions of Labor Code § 1720 thereby requiring the Contractor to pay the prevailing wage rates for all work performed under the Contract. Accordingly, the proposed project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

The Agency reserves the right to reject any and all bids. If you have any questions, please contact John Ferons, Public Works Director, at (707) 944-8851 or jferons@yville.com.

BY ORDER OF the Town Council
TOWN OF YOUNTVILLE
State of California

By: s/John Ferons
John Ferons, Public Works Director

May 17, 2022
Date

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

SECTION B

INSTRUCTIONS TO BIDDERS

- B1.01 INSPECTION OF SITE WORK**
- B1.02 EXAMINATION OF CONTRACT DOCUMENTS**
- B1.03 CONTRACT PERIOD/CONSTRUCTION COMPLETION DATE**
- B1.04 INTERPRETATION OF CONTRACT DOCUMENTS**
- B1.05 SOIL INFORMATION**
- B1.06 PROPOSAL**
- B1.07 ADDENDA**
- B1.08 BID PRICES**
- B1.09 TAXES**
- B1.10 RECOGNITION OF BONDING COMPANIES**
- B1.11 QUALIFICATION OF BIDDERS**
- B1.12 DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS**
- B1.13 PROPOSAL GUARANTEE**
- B1.14 MODIFICATION OF PROPOSAL**
- B1.15 WITHDRAWAL OF PROPOSAL**
- B1.16 POSTPONEMENT OF BID OPENING**
- B1.17 DISQUALIFICATION OF BIDDERS**
- B1.18 REJECTION OF PROPOSALS**
- B1.19 AWARD OF CONTRACT**
- B1.20 RETURN OF PROPOSAL GUARANTEES**
- B1.21 EXECUTION OF CONTRACT**
- B1.22 FLEXIBILITY OF BID SCHEDULE**

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

INSTRUCTIONS TO BIDDERS

B1.01 INSPECTION OF SITE OF WORK

All bidders shall carefully and completely examine the site of the work contemplated, the plans and Specifications, and the proposal and Contract forms therefor, and perform all tests and inspections necessary to inform bidder of all conditions that may be encountered, the character, quality and scope of work to be performed, and the quantities of materials to be furnished. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of the proposal, plans, Specifications and the Contract.

Where the Town has made investigations of site conditions, including subsurface conditions in areas where work is to be performed under the Contract, or in other areas, some of which may constitute possible local material sources, bidders and Contractor may, upon written request, inspect the records of the Town as to those investigations subject to and upon the conditions hereinafter set forth. The investigations are made only for the purpose of study and design.

The records of investigations, project records, log of test borings, record of geotechnical data, investigation of subsurface conditions, cross-sections, contour maps, and any other investigations provided by Town, are not a part of the Contract and are available solely for the convenience of the bidder or Contractor. It is expressly understood and agreed that the Town assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the above described documents or of the interpretations set forth therein or made by the Town in its use thereof and there is no warranty or guaranty, either express or implied, as to the completeness or accuracy of the documents, that the conditions indicated by the documents are representative of those existing in or throughout those areas, or any part thereof, or that unlooked-for developments may not occur, or that materials other than, or in proportions different from those indicated, may not be encountered. The availability or use of information described in this section is not to be construed in any way as a waiver of the provisions of the first paragraph in this section and a bidder or Contractor shall make their own investigation and examination to be satisfied as to conditions to be encountered in the performance of the work.

No information derived from the inspection of investigations or compilation thereof made by the Town or from the Engineer, or their consultants, will in any way relieve the bidder or Contractor from any risk or from properly fulfilling the terms of the Contract.

If, during the course of their examination, a bidder finds facts or conditions which appear to him/her to conflict with the letter or spirit of the contract documents, or with any other data furnished him/her, they may apply to the Agency in writing in accordance with **B1.04 INTERPRETATION OF CONTRACT DOCUMENTS** for additional information and explanation before submitting their bid.

The submission of a proposal by the bidder shall constitute the acknowledgment that, if awarded the contract, they have relied and is relying on their own examination of (a) the site of the work, (b) the access to the site, and (c) all other data, matters, and things requisite to the fulfillment of the work and on their own knowledge of existing services and utilities on and in the vicinity of the site of the work to be constructed under the contract, and not on any representation or warranty of the Agency. No claim for additional compensation will be allowed which is based upon a lack of knowledge of these items.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

B1.02 EXAMINATION OF CONTRACT DOCUMENTS

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, drawings and addenda (if any). The submission of a proposal shall constitute an acknowledgment upon which the Agency may rely that the bidder has thoroughly examined and is familiar with the contract documents. The bidders' attention is directed to the need, if any, for special invoicing for this project. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve him/her from any obligations with respect to their proposal or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract document.

B1.03 CONTRACT PERIOD/CONSTRUCTION COMPLETION DATE

Bidder's attention is called to the provisions set forth in **SECTION E, STANDARD SPECIFICATIONS**, particularly those pertaining to the contract period and liquidated damages for avoidable delays.

The Contractor shall begin work within fifteen (15) calendar days after the date of the Notice to Proceed, and shall diligently prosecute said work to completion before the expiration of **THIRTY (30) WORKING DAYS from the start of work**. The Contractor shall pay to the Agency the sum of \$500.00 per day, for each and every calendar day delay in finishing the work in excess of the number of working days prescribed above.

All working shown in the bid schedule, including incidental and punch list items, shall be completed no later than September 30, 2022.

B1.04 INTERPRETATION OF CONTRACT DOCUMENTS

No oral interpretations will be made to any bidder as to the meaning of the contract documents. Requests for an interpretation shall be made in writing and delivered to the Agency at least ten (10) days before the time announced for opening the proposals. Interpretations by the Agency will be in the form of addenda to the contract documents and, when issued, will be sent as promptly as is practical to all parties to whom the contract documents have been issued. Agency makes no guarantee that all bidders will receive all addenda. Copies of addenda will be made available for inspection at the office where contract documents are on file for inspection as indicated on the Invitation for Bids. All such addenda shall become part of the contract. All questions shall be addressed to Rosalba Ramirez, Deputy Public Works Director, Town of Yountville, (707) 944-8851 orrrramiriez@yville.com.

B1.05 SOIL INFORMATION

Soil reports have not been prepared for this project.

B1.06 PROPOSAL

Proposals shall be made on the forms enclosed in **SECTION C** of these specifications with or without removal from the bound contract documents. All proposals shall give the prices proposed, both in words and in numbers, shall give all other information requested herein, and shall be signed by the bidder or their authorized representative, with their address. If the proposal is made by an individual, their name, signature and mailing address must be shown; if made by firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown; if made by a corporation, the proposal shall show the name of the state under the laws of which the corporation is

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

chartered, the name and mailing address of the corporation, and the name and title of the person who signs on behalf of the corporation.

****If the proposal is made by a corporation, a certified copy of the bylaws or resolution of the board of directors of the corporation shall be furnished demonstrating the authority of the officer signing the proposal to execute contracts on behalf of the corporation.****

Each proposal shall be enclosed in a sealed envelope, labeled as specified in **SECTION A - NOTICE INVITING SEALED BIDS**. Bidders are warned against making erasures or alterations of any kind, and proposals which contain omissions, erasures or irregularities of any kind may be rejected. No oral, telegraphic or telephonic proposals or modifications will be considered.

In conformance with the Business and Profession Code, § 7028.15, the Contractor must state clearly their license number and expiration date. In addition they shall sign a statement that these representations were made under the penalty of perjury. This statement shall be made on the **EXPERIENCE STATEMENT** in **SECTION C**.

The contractor will be required to pay prevailing wage pursuant to California Law, including California Labor Code §§ 1770 et seq. Copies of the prevailing rate of per diem wages are on file at the offices of the Agency.

B1.07 ADDENDA

Each proposal shall include specific acknowledgment in the space provided on **SECTION C - BID PROPOSAL** of receipt of all addenda issued during the bidding period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

B1.08 BID PRICES

Bid prices shall include everything necessary for the completion of construction and fulfillment of the contract including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities and all management, superintendence, labor and services, except as may be provided otherwise in the contract documents. In the event of a difference between a price quoted in words and a price quoted in numbers for the same quotation, the words shall be the amount bid.

In preparing bid prices, bidder represents that they have carefully examined the Contract Documents and the site where the work is to be performed and that they have familiarized himself with all local conditions and federal, state and local laws, ordinances, rules, and regulations that may affect the performance of the work in any manner. The bidder further represents that they have studied all surveys and investigation reports about subsurface and physical conditions pertaining to the job site, that they have performed such additional surveys and investigations as they deems necessary to complete the work at their bid price, and that they have correlated the results of all such data with the requirements of the Contract Documents. The submittal of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, including locality, uncertainty of weather and all other contingencies, and as to the character, quality, quantities, and scope of the work.

The plans and specifications for the work show subsurface conditions or otherwise hidden conditions as the Design Engineer supposes or believes them to exist, but is not intended or to be inferred that the conditions as shown thereon constitute a representation that such conditions are actually existent. Except as otherwise specifically provided in the Contract Documents, the Agency, the Design Engineer and their consultants or agents shall not be liable for any loss sustained by the Contractor as a result of any variance of such

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

conditions as shown on the plans and the actual conditions revealed during the progress of the work or otherwise.

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

The Contractor will not be reimbursed for unauthorized work performed outside of that required by the Contract Documents.

B1.09 TAXES

No mention shall be made in the proposal of sales tax, use tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

B1.10 RECOGNITION OF BONDING COMPANIES

All bonding companies used by the Contractor in this contract must be recognized by the Federal Government within Circular 570. All proposals or contracts received that include bonds posted by bonding companies not recognized in Circular 570 will result in the disqualification of the bid proposal and forfeiture of the bid bond.

B1.11 QUALIFICATION OF BIDDERS

Each bidder shall be skilled and regularly engaged in the general class or type of work called for under the contract. A statement setting forth their experience shall be submitted by each bidder on the **EXPERIENCE STATEMENT** form provided in **SECTION C**.

Each bidder shall possess a valid Contractor's License issued by the Contractor's State License Board at the time their bid is submitted. The class of license shall be applicable to the work specified in the contract. Each bidder shall also have no less than five (5) years' experience in the magnitude and character of the work bid.

It is the intention of the Agency to award a contract to a bidder who furnished satisfactory evidence that they have the requisite experience and ability, and that they have sufficient capital, facilities, and plant to enable him/her to prosecute the work successfully and properly, and to complete it within the time stated in the contract.

To determine the degree of responsibility to be credited to the bidder, the Agency will weigh any evidence that the bidder has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. If in the opinion of the Agency, a bidder is determined to be insufficiently qualified, then that bidder will not be considered for award of the contract.

B1.12 DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

Each proposal shall have listed on the **DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS** form provided in **SECTION C** the name, address, and license number of each subcontractor to whom the bidder proposes to sublet portions of the work in excess of one-half percent of the total amount of their bid. For the purpose of this paragraph, a subcontractor is defined as one who contracts with the Contractor to

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

furnish materials and labor, or labor only for the performance of work at the site of the work or who will specially fabricate a portion of the work off the site pursuant to detailed drawings in the contract documents.

Public Contract Code § 4104 requires all bidders to list subcontractors who will perform work in excess of ½% of the total bid, or in the case of streets and highways, ½% or \$10,000, whichever is greater.

Public Contract Code § 6109 prohibits a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.

B1.13 PROPOSAL GUARANTEE

The proposal shall be accompanied by a proposal guarantee bond duly completed on the form provided herewith by a guarantee company authorized to carry on business in the State of California for payments to the Agency in the sum of at least 10% of the total amount of the bid proposal, or alternatively by a certified or cashier's check payable to the Agency, or cash, in the sum of at least 10% of the total amount of the bid proposal. The amount payable to the Agency under the proposal guarantee shall be forfeited to the Agency in case of failure or neglect of the bidder to furnish, execute and deliver to the Agency the required bonds, evidence of insurance and to enter into, execute and deliver to the Agency the agreement on the form provided herewith, within ten (10) days after being notified in writing by the Agency that the award has been made and the agreement is ready for execution.

B1.14 MODIFICATION OF PROPOSAL

A modification of a bid proposal already received will be considered only if the modification is received before the time announced for the opening of bids. All modifications shall be made in writing, executed and submitted in the same form and manner as the original bid proposal.

B1.15 WITHDRAWAL OF PROPOSAL

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the Agency's designated official prior to the bid opening hour stipulated in **SECTION A – NOTICE INVITING SEALED BIDS**. Proposals may not be withdrawn after that time without forfeiture of the proposal guarantee. The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

B1.16 POSTPONEMENT OF BID OPENING

The Agency reserves the right to postpone the date and time for opening of bids at any time prior to the date and time announced in **SECTION A–NOTICE INVITING SEALED BIDS**.

B1.17 DISQUALIFICATION OF BIDDERS

If there is reason to believe that collusion exists among the bidders, none of the bids of the participants in such collusion will be considered. In the event that any bidder acting as a prime Contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime Contractor.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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. For purposes of determining the lowest responsible bidder, either the total bid amount or the sum total of bid schedule items may be used. However, until an award is made, the Agency reserves the right 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.

B1.20 RETURN OF BID BONDS

Within ten (10) calendar days after contract award, the Agency will release the bid bonds accompanying the proposals which are not to be considered in making the award. Bid bonds 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.

B1.21 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.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

SECTION C

PROPOSAL INFORMATION AND DOCUMENTS

BID PROPOSAL

BID SCHEDULE

BID BOND

BID GUARANTEE

BIDDER INFORMATION

EXPERIENCE STATEMENT

ESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

ON-COLLUSION AFFIDAVIT

STATEMENT RE INSURANCE COVERAGE

STATEMENT RE THE CONTRACTOR'S LICENSING LAWS

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

BID PROPOSAL

The undersigned, as bidder, declares that they have examined all of the contract documents and specifications contained in this project manual for the above referenced project, and that they 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

BID GUARANTEE (if submitted in lieu of Bid Bond)

BIDDER INFORMATION

EXPERIENCE STATEMENT

DESIGNATION OF SUPPLIERS & SUBCONTRACTORS

NONCOLLUSION AFFIDAVIT

BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE

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**.)

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

BID SCHEDULE

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 G**. 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.

In the case of any discrepancy between the unit price and the total set forth for the item, the unit price shall prevail. Provided, however, that if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any reason, or is omitted, or in the case of lump sum items, is not the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the "Total" column shall be the unit price;
2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

The Total Base Bid shall be the sum of the "Total" column. The Total Add Alternate 1 shall be the sum of the "Total" column. In case of discrepancy between the sum of the "Total" column and the amount entered as Total Base Bid, the sum of the "Total" column shall prevail.

The bid comparison will be based on the sum of the "Base Bid Total" column for each bidder.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

BID SCHEDULE (Continued)

NAME OF BIDDER: _____

CONTRACTOR'S LICENSE NO.: _____

DIR REGISTRATION NO: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____ DATE: _____

BASE BID SCHEDULE

| ITEM NO. | ITEM DESCRIPTION | PAY REF | UNIT | QTY | UNIT PRICE | TOTAL COST |
|------------------------|--|---------|------|-------|------------|------------|
| 1 | Mobilization, Bonds & Insurance | 700-0 | LS | 1 | | |
| 2 | Traffic Control & Construction Area Signs | 700-2 | LS | 1 | | |
| 3 | Water Pollution Control Program | 700-3 | LS | 1 | | |
| 4 | 1/2" HMA (Type A) PG 64-16 | 700-5 | TN | 868 | | |
| 5 | Cold Plane 2" | 700-6 | SF | 530 | | |
| 6 | Cold Plane 2-1/2" | 700-6 | SF | 4,745 | | |
| 7 | Keycut A1 (Longitudinal Conform Grind) | 700-6 | LF | 652 | | |
| 8 | Keycut A2 (Longitudinal Conform Grind) | 700-6 | LF | 603 | | |
| 9 | Keycut A3 (Longitudinal Conform Grind) | 700-6 | LF | 20 | | |
| 10 | Keycut B1 (Transverse Conform Grind) | 700-6 | LF | 75 | | |
| 11 | Keycut B2 (Transverse Conform Grind) | 700-6 | LF | 63 | | |
| 12 | Keycut B3 (Transverse Conform Grind) | 700-6 | LF | 93 | | |
| 13 | Remove & Replace 4" HMA | 700-7 | SF | 5,878 | | |
| 14 | Remove & Replace 6" HMA | 700-7 | SF | 6,211 | | |
| 15 | 6" Deep Lift Stabilization (Allowance) | 700-7 | SF | 1,007 | | |
| 16 | Lower Sewer Clean Out Cover | 700-10 | EA | 1 | | |
| 17 | Lower Water Valve Cover | 700-10 | EA | 3 | | |
| 18 | Adjust Manhole Cover to Finish Grade | 700-10 | EA | 1 | | |
| 19 | Adjust Sewer Clean Out Cover to Finish Grade | 700-10 | EA | 2 | | |
| 20 | Adjust Survey Monument Cover to Finish Grade | 700-10 | EA | 2 | | |
| 21 | Adjust Water Valve Cover to Finish Grade | 700-10 | EA | 7 | | |
| 22 | Install Blue RPM at Fire Hydrant | 700-11 | EA | 2 | | |
| 23 | Rumble Bars | 700-11 | LF | 33 | | |
| 24 | Traffic Striping & Pavement Markings (Paint) | 700-11 | LS | 1 | | |
| 25 | Install Shoulder Backing | 700-12 | LF | 1,700 | | |
| Base Bid Total: | | | | | | |

****The Contractor shall perform an independent take-off of the plans and bid accordingly. ****

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.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

Base Bid Schedule Total: \$ _____

Base Bid Schedule Total (in words): _____

Dollars

Company Name: _____

Name/Title of Bidder: _____
(Date)

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

BID BOND

KNOW ALL MEN BY THESE PRESENTS that Bidder _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the Town of Yountville as AGENCY, in the penal sum of _____ dollars (\$_____), which is ten percent (10%) of the total amount bid 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 _____, 202__.

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 _____, 202__.

NOTARY PUBLIC _____ (SEAL)

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

BID GUARANTEE

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*, cash*, payable to the order of the Town of Yountville in the amount of _____ Dollars (\$ _____) which is at least ten percent (10%) of the total amount of this bid. The proceeds of this bid guarantee shall become the property of the Town of Yountville provided this bid is accepted by said Town, 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: _____

(*Delete the inapplicable words)

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

BIDDER INFORMATION

BIDDER certifies that the following information is true and correct:

Name of Bidder: _____

Authorized Contact/Title: _____

Business Address: _____

Office Phone: _____ FAX: _____

Cell Phone: _____ E-mail: _____

Contractor's License No. & Type: _____

License Issue Date: _____ License Expiration Date: _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, 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)

.....
.....
.....

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

BIDDER INFORMATION (continued)

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: _____

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

BIDDER INFORMATION (continued)

B. Does your 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 _____, 202__, at _____, California.

Authorized Representative Signature and Title

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

EXPERIENCE STATEMENT

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 they have 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: _____

Contact: _____ Tel #: _____ Email: _____

Contract Award Date: _____ Completion Date: _____

Project Value: _____

Description: _____

Subject to Federal Labor Standards: Yes No

Project Title: _____ Client: _____

Contact: _____ Tel #: _____ Email: _____

Contract Award Date: _____ Completion Date: _____

Project Value: _____

Description: _____

Subject to Federal Labor Standards: Yes No

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

EXPERIENCE STATEMENT (continued)

Project Title: _____ Client: _____

Contact: _____ Tel # _____ Email: _____

Contract Award Date: _____ Completion Date: _____

Project Value: _____

Description: _____

Subject to Federal Labor Standards: Yes No

Project Title: _____ Client: _____

Contact: _____ Tel # _____ Email: _____

Contract Award Date: _____ Completion Date: _____

Project Value: _____

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 _____, 202__, at _____, California.

Authorized Representative Signature and Title

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

The following is a list of subcontractors and suppliers, as defined in Section E 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 Section E 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 of Subcontractor | License # | Employer Tax Id # | MBE/ WBE (Y/N) | Item Number from Bid Schedule | Description of Work to be Subcontracted | % 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: _____

TITLE: _____

DATE: _____

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

NON-COLLUSION AFFIDAVIT

The undersigned declares:

I am the _____ (title) of _____ (company), 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

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

STATEMENT REGARDING INSURANCE COVERAGE

The undersigned representative of Bidder hereby certifies that they have 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 their subcontractors.

NAME OF BIDDER: _____

MAILING ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

[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 their 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.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

- 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: _____

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

SECTION D

CONTRACT INFORMATION AND DOCUMENTS

ARTICLES OF AGREEMENT

PAYMENT BOND

FAITHFUL PERFORMANCE BOND

MAINTENANCE BOND

WORKER'S COMPENSATION INSURANCE CERTIFICATE

INSURANCE ENDORSEMENT

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

ARTICLES OF AGREEMENT

THIS **MT-3023, Measure T Street Rehabilitation at Various Locations**, AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this _____ day of _____, 2020 (*Council Action Date Here*), BY AND BETWEEN the Town of Yountville, a municipal corporation, hereafter designated as “AGENCY”, and **CONTRACTOR’S BUSINESS NAME**, 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 **MT-3023, Measure T Street Rehabilitation at Various Locations Project** shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Town 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.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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.

D. By resolution of the Town Council a fund has been established, money encumbered in the current budget and assigned to the account which is the sole source of funds available for payment of the Contract Sum. Contractor understands and agrees that Contractor will be paid only from this special fund and if for any reason this fund is not sufficient to pay Contractor, Contractor will not be entitled to payment. The availability of money in this fund, and Town's ability to draw from this fund, are conditions precedent to Town's obligation to make payments to Contractor.

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.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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 \$200.00 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.

ARTICLE V: 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

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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:

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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 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 or 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

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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

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: Rosalba Ramirez
TOWN OF YOUNTVILLE
6550 Yount St.
Yountville, CA 94599
Email: rramirez@yville.com

CONTRACTOR: [INSERT CONTACT]
CONTRACTOR'S BUSINESS NAME
Mailing Address
City, State Zip Code
Email:

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

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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 AGENCY 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 AGENCY. 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 AGENCY or as part of any audit of AGENCY, 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 _____ day of _____, 202__.

CONTRACTOR:

Contractor's Business Name

Contractor's License No. _____

Printed Name/Title

Signature

Subscribed and sworn to this _____ day of _____, 202__.

NOTARY PUBLIC _____

(SEAL)

AGENCY:

Town Manager
Town of Yountville

Date

ATTESTED:

Town Clerk
Town of Yountville

Date

APPROVED AS
TO FORM:

Town Attorney
Town of Yountville

Date

(EXECUTE IN DUPLICATE)

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

**(EXECUTE IN DUPLICATE)
PAYMENT BOND**

WHEREAS, the Town of Yountville, 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 as of the dates set forth below:

| | | |
|-------------|-----------------------------------|-------|
| Contractor* | Contractor's Signer's Name, Title | _____ |
| | Contractor's Business Name | _____ |
| | Mailing Street Address | _____ |
| | City, State, Zip Code | _____ |
| | Telephone # | _____ |
| | Date: | _____ |
| Surety* | Surety Signer's Name/Title | _____ |
| | Surety's Business Name | _____ |
| | Mailing Street Address | _____ |
| | City, State, Zip Code | _____ |
| | Telephone Number | _____ |
| | Date: | _____ |

*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 and Notary Acknowledgments must be attached. Seals and dates of signing must also be included.

(EXECUTE IN DUPLICATE)

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

FAITHFUL PERFORMANCE BOND

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 TOWN OF YOUNTVILLE, CALIFORNIA, hereinafter referred to as the "AGENCY" in the sum of **[DESCRIBE VERBALLY; 100% OF TOTAL CONTRACT AMOUNT— TO BE INSERTED BY CONTRACTOR]**Dollars (\$XXX,XXX.XX); 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: YOUNTVILLE PARK PARKING IMPROVEMENTS, CP-0010, 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 as of the dates set forth below:

| | | |
|-------------|-----------------------------------|-------|
| Contractor* | Contractor's Signer's Name, Title | _____ |
| | Contractor's Business Name | _____ |
| | Mailing Street Address | _____ |
| | City, State, Zip Code | _____ |
| | Telephone # | _____ |
| | Date: | _____ |
| Surety* | Surety Signer's Name/Title | _____ |
| | Surety's Business Name | _____ |
| | Mailing Street Address | _____ |
| | City, State, Zip Code | _____ |
| | Telephone Number | _____ |
| | Date: | _____ |

*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 and Notary Acknowledgments must be attached. Seals and dates of signing must also be included.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

**(EXECUTE IN DUPLICATE)
MAINTENANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the Town of Yountville, as AGENCY has awarded to Contractor's Business Name, 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 **DESCRIBE VERBALLY; 50% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR** Dollars (\$XXX,XXX.XX), 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 as of the dates set forth below:

| | | |
|-------------|-----------------------------------|-------|
| Contractor* | Contractor's Signer's Name, Title | _____ |
| | Contractor's Business Name | _____ |
| | Mailing Street Address | _____ |
| | City, State, Zip Code | _____ |
| | Telephone # | _____ |
| | Date: | _____ |
| Surety* | Surety Signer's Name/Title | _____ |
| | Surety's Business Name | _____ |
| | Mailing Street Address | _____ |
| | City, State, Zip Code | _____ |
| | Telephone Number | _____ |
| | Date: | _____ |

*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 and Notary Acknowledgments must be attached. Seals and dates of signing must also be included.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

WORKERS' COMPENSATION INSURANCE CERTIFICATE

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.

By:

DATE: _____

(Contractor)

(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.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

ENDORSEMENTS TO INSURANCE POLICY

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 Town of Yountville, its officers and employees, are included as Additional Insureds under the contracts of insurance for which the Certificate of Insurance is given.

Authorized Representative Name/Title

Signature

Date

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

SECTION E

STANDARD SPECIFICATIONS

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

STANDARD SPECIFICATIONS

0-1 STANDARD SPECIFICATIONS

Except as noted in section 0-3 below, the provisions of the 2018 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 2018 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 Town of Yountville.

Agent – Shall include persons and companies, other than the CONTRACTOR, retained by the Town 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 Town Council.

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

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

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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.

Town – The Town of Yountville, California, as the AGENCY and Owner.

Town Council – Town Council of the Town of Yountville, 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 Town 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 Town 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 Town Engineer of the Town of Yountville, or their 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.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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 assemblies (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.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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 – Also defined in section 6-7.2; any days, except: (1) Saturdays, Sundays, legal holidays on which Yountville Town 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

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

1-3.3 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 (Abbreviations) | Unit |
|--|-----------------|-------------------------------|-------------|
| 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) | |
| 1 yard (yd) | | 0.9144 meter (m) | |

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

| U.S. Customary Unit (Abbreviations) | Equal To | SI (Abbreviations) | Unit |
|--|-----------------|--|-------------|
| 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)

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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 | Angle |
| % | Percent |
| ' | Feet or minutes |
| " | Inches or seconds |
| ¹ | 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 Town 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

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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 Town. 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 Town 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 Town 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.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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 Town 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 Town 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 Town will notify the CONTRACTOR of the need to take corrective action and the Engineer may report the facts to the Town Council. Upon order by Town 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.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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 Town 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 Town 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 Town 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 as are necessary to adequately control the Work.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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.

2-5.2 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) Town Specifications
- 6) Bid/Proposal.
- 7) Special Provisions.
- 8) Plans.
- 9) Standard Plans.
- 10) Standard Specifications.
- 11) Reference Specifications.

Detail drawings take precedence over general drawings.

2-5.3 Submittals.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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.

Three reproducible copies and electronic files in PDF and ACAD formats, as applicable, shall be submitted. If no revisions are required, three of the copies will be 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.

See Special Provisions for specific Table of Working Drawings and additional requirements.

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. Two copies and an electronic set 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, one copy with an approval/approval with correction 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) Submittals/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 and information required by the consulting engineer/architect/landscape architect.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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, they 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 CONTRACTOR is responsible for obtaining all necessary record maps, centerline ties and survey notes from Napa 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. The plot shall be provided in paper and electronic (PDF and ACAD) formats.

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

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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 is 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 Town 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 Town Council.

2-11 INSPECTION. The Work is subject to inspection and approval by the Engineer. The CONTRACTOR shall notify the Engineer 48 hours 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.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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, include any adjustment in the Contract time of completion, and when negotiated prices are involved, shall provide for the CONTRACTOR's signature indicating acceptance.

The Town may request that Contractor provide Town with estimated costs for proposed changes to the work. Contractor agrees to promptly provide Town with detailed, itemized costs for proposed changes to the work and scheduling data demonstrating the impact, if any, of the proposed changes to the work on the Contract Time. Adjustments, if any, in the amount to be paid the Contractor by reason of any modifications of the work as set forth in a Contract Change Order, Construction Change Directive, or arising from Claims shall be determined by one or more of the following methods as elected by the Town:

- A. Lump Sum Price - By an acceptable lump proposal from the Contractor. The Lump Sum Price provided by Contractor shall not include costs or expenses greater than the costs or expenses permitted for Force Account work, as set forth below.
- B. Unit Prices - By unit prices fixed by agreement between the Town and the Contractor under section 3-2.2 below.
- C. Force Account – By ordering the Contractor to proceed with the work and to keep and present in such form as the Architect or Town may direct, a correct account of the cost of the change, together with all vouchers therefor. The Contractor will be paid for labor, materials, and equipment rental actually used on the Change Order work as described in Section 3-3.

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,

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

their nature from those required for the Work, and be of a type not ordinarily available from the CONTRACTOR or 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 3-3.2.3(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

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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 its 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 re-notify 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.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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 their 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.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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), 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 in the AGENCY's possession 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.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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 its 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.

Town of Yountville (water, sewer, storm drain): (707) 944-8851

PG&E (gas & electric), AT&T, Comcast, Town of Napa Water Department, Caltrans

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 their schedule fourteen (14) days prior to commencing work, including local refuse collectors, street sweepers, the Post Office, Public Schools, and Bus Companies:

Town of Yountville Public Works Department: (707) 944-8851

Napa County Sheriff: (707) 944-9228

CalFire: (707) 944-8887

Napa County Transit/Vine: (707) 251-2800

Upper Valley Disposal: (707) 963-7988

U.S. Post Office: (707) 944-2123

Yountville Elementary School: (707) 253-3485

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

5-1.2 Accuracy of Utilities Information. 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 Town and the Engineer by the owners of such utilities, and the Town does not assume responsibility for the accuracy or completeness thereof. The CONTRACTOR

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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 their operations and they shall include the cost to pothole all utilities within the limits of work in their 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 Town. If directed by the Town, 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 Town Standards and Specifications, 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 shown 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

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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 or 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.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

6-1.1 Pre-Construction Meeting and Submittal. A pre-construction meeting will be conducted by the Town prior to commencement of construction at a time and place designated by the Town. 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. Town of Yountville Director of Public Works
- d. Town of Yountville Project Manager
- e. The Engineers and Engineering Consultants
- f. The Town Engineer
- g. The affected utility companies representatives
- h. Town of Yountville 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), Water Pollution Control Plan (WPCP) or Erosion and Sediment Control Plan ("ESCP") as applicable
6. Material Submittals

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 and required submittals 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 10 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.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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 Town Council without liability for damage, when in the Town 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 Town 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 Town 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, or 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

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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, they 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. Rain delays shall be requested the day of in writing for approval by the engineer. A listing of rain delays shall be provided weekly by the CONTRACTOR to the Engineer. 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 their 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 their 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.

The Contractor may make a Claim for an extension of the Contract time, for an Excusable Delay or a Compensable Delay, as defined in section 6-6.3 below, subject to the following:

- (a) If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last.
- (b) If an Inexcusable Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract time shall be the number of days, if any, by which the Excusable Delay or the Compensable Delay exceeds the Inexcusable Delay.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

- (c) If an Inexcusable Delay occurs concurrently with both an Excusable Delay and a Compensable Delay, the maximum extension in the Contract time shall be the number of days, if any, by which the number of days determined pursuant to Subparagraph (a) exceeds the number of days of the Inexcusable Delay.

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. As used herein, the following terms shall have the following meanings:

"Excusable Delay" means any delay of the completion of the Project beyond the expiration of the Contract time caused by conditions beyond the control and without the fault or negligence of the Contractor such as strikes, embargoes, fire, unavoidable casualties, unusual delays in transportation, national emergency, and stormy and inclement weather conditions in which the work cannot continue. The financial inability of the Contractor or any subcontractor and default of any subcontractor, without limitation, shall not be deemed conditions beyond the Contractor's control. An Excusable Delay may entitle the Contractor to an adjustment in the Contract time.

"Compensable Delay" means any delay of the completion of the work beyond the expiration date of the Contract time caused by the gross negligence or willful acts of the Town, and which delay is unreasonable under the circumstances involved, and not within the contemplation of the parties. A Compensable Delay may entitle the Contractor to an extension of the Contract time or Contract price. Except as provided herein, the Contractor shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption.

"Inexcusable Delay" means any delay of the completion of the Project beyond the expiration of the Contract time resulting from causes other than those listed above. An Inexcusable Delay shall not entitle the Contractor to an extension of the Contract time or an adjustment of the Contract price.

For a Compensable Delay, the Contractor shall only be entitled to an adjustment in the Contract price in an amount equal to the actual additional labor costs, material costs, and unavoidable equipment costs incurred by the Contractor as a result of the Compensable Delay, plus the actual additional wages or salaries and fringe benefits and payroll taxes of supervisory and administrative personnel necessary and directly employed at the Project site for the supervision of the work during the period of Compensable Delay. Except as provided herein, the Contractor shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption. There shall be no Compensable Delay unless the event or occurrence giving rise to the Compensable Delay extends the actual completion of the Project past the Contract time.

The parties agree that the Town's exercise of its rights to order changes in the work, regardless of the extent and number of changes, or to suspend the work, is within the contemplation of the parties and shall not be the basis for any Claim for Compensable Delay. The rights of the Contractor to adjustments of the Contract Time and the Contract Sum, based on changes ordered in the work or suspension of the work, shall be solely governed by this provision.

Contractor agrees that the daily Contractor Delay Damages as set forth in the Proposal Form shall be full compensation to Contractor, all subcontractors and anyone for whom they may be legally

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

responsible, for each day of compensable delay, including but not limited to, extended field costs, extended home overhead costs, impact, inefficiency, unabsorbed home office overhead, underabsorbed home office overhead, hindrance, disruption or any other damage arising from delay, no matter how characterized and regardless of the cause, extent or duration of the delay. Inclusion of Contractor Delay Damages within the Proposal Form is solely for the purpose of determining the low bidder and establishing the Agency's maximum daily liability as a result of compensable delays to Contractor, if any, and Agency has no obligation to pay any daily Contractor delay damages except as provided for in these Contract Documents for compensable delays. In the event that Agency becomes liable to Contractor for compensable delays, Agency agrees to pay Contractor the daily Contractor Delay Damages as set forth in the Proposal Form or Contractor's actual daily delay damages, whichever is less, for each day of compensable delay as provided for by these Contract Documents.

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 shall be confined to the hours between 9:00 a.m. and 6:00 p.m. Monday through Friday. Activities involving work which requires street closure, detours, and/or barricades on California Drive or Washington Street shall be confined to Monday through Thursday, no Friday closures. 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 Town. 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

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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

| | |
|-----------------------------|----------------------------|
| January 1 | New Year's Day |
| 3rd Monday in January | Martin Luther King Day |
| Third Monday in February | Presidents' Day |
| Last Monday in May | Memorial Day |
| July 4 | Independence Day |
| First Monday in September | Labor Day |
| November 11 | Veterans Day |
| Fourth Thursday in November | Thanksgiving Day |
| Fourth Friday in November | Day after Thanksgiving Day |
| December 24 | Christmas Eve |
| December 25 | Christmas Day |

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 DAMAGES 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 VIOLATION 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 Town Council, which may accept the completed Work. The Engineer will, in its certification to the Town 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 a Notice of Completion is filed. 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

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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 their 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

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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 filing of the Notice of Completion, 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 Town Council.

6-12 DISPUTES AND CLAIMS

6-12.1 General.

A Claim is any request by Contractor to adjust, alter, modify, or otherwise change the Contract price or the Contract time, or both. A Claim must be stated with specificity, including identification of the event or occurrence giving rise to the Claim, the date of the event, and the asserted effect on the Contract price and the Contract time, if any. The Claim shall include adequate supporting data. Adequate supporting data for a Claim for an adjustment of the Contract time shall include scheduling data demonstrating the impact of the event on the controlling operation and completion of the Project. Adequate supporting data for a Claim for an adjustment in the Contract price shall include a detailed cost breakdown of items included within the Claim and documentation supporting each item of cost.

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 their duty to file the notice required under Subsection 6-13 or other duties required by the Contract Documents.

6-12.2 Records Supporting Claims

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

The Contractor and all subcontractors shall keep full and complete records of the costs and additional time incurred for any work for which a claim for additional compensation is made. The Engineer or any designated claim investigator or auditor shall have access to those records and any other records as may be required by the Engineer to determine the facts or contentions involved in the claims. Contractor agrees that failure to permit access to those records waives Contractor's claims.

The Town, or its authorized representatives, shall have access, upon reasonable notice, during normal business hours, to Contractor and subcontractors' books, documents and accounting records, including but not limited to, bid worksheets, bids, subcontractor bids and proposals, estimates, cost accounting data, accounting records, payroll records, time sheets, canceled checks, profit and loss statements, balance sheets, project correspondence including but not limited to all correspondence between Contractor and its sureties and subcontractors/vendors, project files, scheduling information, and other records of the Contractor and all subcontractors directly or indirectly pertinent to the work, original as well as change and claimed extra work, to verify and evaluate the accuracy of cost and pricing data submitted with any change order, prospective or completed, or any claim for which additional compensation has been requested or claim has been tendered. Such access shall include the right to examine and audit such records, and make excerpts, transcriptions, and photocopies at Town's cost.

The parties agree that in the event Contractor or any subcontractor fails to comply with this section, it would be difficult for the Town to determine its actual damages; therefore, Contractor agrees to pay Town, as liquidated damages, the sum of Two hundred Dollars (\$200.00), which Contractor agrees is reasonable under the circumstances, for each and every calendar day which Contractor or a subcontractor fails or refuses to provide the Town, access to the materials specified in this section.

The Contractor and all subcontractors shall maintain records in such a manner as to provide a clear distinction between the direct costs of extra work paid and the costs of other operations.

From the above records, the Contractor shall furnish the Engineer completed daily extra work reports, either on forms furnished by the Town or on computerized facsimiles of the Town's forms acceptable to the Engineer, for each day's extra work to be paid for on a force account basis. The daily extra work reports shall itemize the materials used, and shall state the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor or other forces, except for charges described in Section 9-1.03B, "Work Performed by Special Forces or Other Special Services." The daily extra work reports shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type and identification number of equipment, and hours operated.

Material charges shall be substantiated by valid copies of vendor's invoices. The invoices shall be submitted with the daily extra work reports, or if not available, the invoices shall be submitted within 30 days after the date of delivery of the material or within 15 days after the acceptance of the Contract, whichever occurs first. Contractor waives payment for material charges not substantiated by valid copies of vendor's invoices submitted within the times provided.

Daily extra work reports shall be signed by the Contractor or the Contractor's authorized representative.

The Engineer will compare the Engineer's records with the completed daily extra work reports furnished by the Contractor and make any necessary adjustments. When these daily extra work reports are agreed upon and signed by both parties, the reports shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit by the Town.

The Contractor's and all subcontractor's records pertaining to the Project shall be open to inspection or audit by representatives of the Town, during the life of the Contract and for a period of not less than 3 years after the date of acceptance thereof, and the Contractor and all subcontractors shall retain those records for that period. Where payment for materials or labor is based on the cost thereof to forces other than the Contractor, the Contractor shall make every reasonable effort to ensure that the cost records of

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

those other forces will be open to inspection and audit by representatives of the Town on the same terms and conditions as the cost records of the Contractor.

If an audit is to be commenced more than 60 days after the acceptance date of the Contract, the Contractor will be given a reasonable notice of the time when the audit is to begin.

6-12.3 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 Town 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 they is requesting.

Prior to demand for arbitration, the CONTRACTOR shall exhaust their administrative remedies by attempting to resolve their dispute or claim with Town Engineer

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

6-12.4 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 their 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. Contractor

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

hereby expressly waives any Claims of which Contractor was aware, whether or not the exact amounts of such Claims were ascertainable, and that are not submitted to the Town prior to Contractor proceeding to perform the work, or portions of the work, giving rise to such Claims.

Contractor hereby expressly waives all Claims not submitted, in complete and proper form, on or before the date of final payment.

Contractor expressly waives any Claims for delay or adjustment to the Contract time if, within three (3) days of the event or occurrences giving rise to the delay, the Contractor fails to provide written notice to Town. Said written notice shall include the event or occurrence giving rise to the delay, the estimated duration of the delay, and the impact of the event or occurrence upon the critical path, controlling operation and completion of the Project.

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 they 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.

6-14 CERTIFICATION OF CLAIMS

California Penal Code section 72, provides that any person who presents for payment with intent to defraud any agency board or officer, any false or fraudulent claim, bill, account, voucher, or writing, is punishable by fines not exceeding ten thousand dollars (\$10,000.00) and/or imprisonment in the state prison.

Government Code sections 12650, et seq., pertains to civil penalties that may be recovered from persons (including corporations, etc.) for presenting a false claim for payment or approval, presenting a false record or statement to get a false claim paid or approved, or other acts, to any officer or employee of any political subdivision of the State of California. Any person or corporation violating the provisions of Government Code sections 12650, et seq., shall be liable for three times the amount of the damages of the political subdivision, plus a civil penalty, plus costs.

All Claims by Contractor, shall include the following certification, properly completed and executed by Contractor or an officer of Contractor:

I, _____, BEING THE _____ (MUST BE AN OFFICER) OF _____ (CONTRACTOR), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE OWNER IS LIABLE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE SECTION 12650, ET SEQ, PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES,

IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES.

Contractor agrees that submission of a Claim, in strict conformance with all of the requirements of this Contract, and rejection of all or part of said Claim by City, is a condition precedent to any action by Contractor against City, including but not limited to, the submission of a claim pursuant to Government Code section 900, et seq., or the filing of a lawsuit.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

Any claim for overhead type expenses or costs, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant provided by Contractor with the claim.

Contractor agrees that any costs or expenses incurred by the City in reviewing or auditing any claims that are not supported by the Contractor's cost accounting or other records, or the Contract, shall be deemed to be damages incurred by the City within the meaning of the California False Claims Act.

SECTION 7 – RESPONSIBILITIES 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 as defined by the TOWN Municipal Code Chapters 8.04.026 and 8.04.030 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 properly 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 Town 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 or 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.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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, attorney's 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 attorney's 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

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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 lieu of that form, the Town may also accept **both** forms CG 20 10 07 04 **and** CG 20 37 07 04 in combination. 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 Town. All insurance policies shall be subject to approval by the Town Attorney and certificates evidencing such policies shall be provided to the Town 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.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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:VII." 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 or the combined set of CG 20 10 07 04 and CG 20 37 07 04. No other forms are acceptable. 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

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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 Town, 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 Town Encroachment permit for this project and comply with all permit conditions.

7-6 THE CONTRACTOR'S REPRESENTATIVE. Before starting 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.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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 their 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 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.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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 in accordance with SWPPP or ESCP as applicable. 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 contained 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. Any interruption of wastewater facilities shall be immediately reported to AGENCY. 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. Only non-potable water shall be used for construction activities. 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) or ESCP 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 or ESCP 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 Town Council, through submittal of the Notice of Intent (NOI).

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

If construction will occur between October 15 and April 15 (considered as the rainy season per Town 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 or ESCP. In the event circumstances during the course of construction require changes to the original SWPPP or ESCP, 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 or ESCP 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 or ESCP.

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 in kind, 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 Town Engineer.

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

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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 their 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 feet), 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 Town Engineer.

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

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

7-10.1.1 General. One week prior to pre-construction meeting, the CONTRACTOR shall submit their 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" are at an elevation at least three feet above the adjacent flowline. Signs shall be attached to stakes or barricades as provided by the Contractor. Signs shall not be attached to trees, sign posts, power poles or any other improvements within or outside the Town right-of-way. 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 Napa County Sheriff's Department. The Contractor shall notify the Napa County Sheriff's Department upon posting of the parking restrictions for a particular street. For removal of parked vehicles, the Contractor shall notify the Napa County Sheriff's 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 Town 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 Town 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 TOWN. 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.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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.

7-10.2 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 Town 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, and 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 they 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 Town 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.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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, phone number and specialties of CONTRACTOR, Subcontractors, architects, or engineers shall 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 Town 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.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

SECTION 8 – RESERVED

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 placed, and material placed outside of the Plan lines. No compensation will be allowed for disposing of rejected or excess material.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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.

Manufacturer 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 Town 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 an 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.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

On not later than the thirtieth of the month, the Town 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.

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.

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.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

SECTION G

SPECIAL PROVISIONS - 700 SERIES

FOR

MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS

MAY 2022

These Special Provisions were prepared under the direction of the following:

Joseph L. Ririe, P.E.

Date



**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

SPECIAL PROVISIONS

700-0 GENERAL

These Special Provisions reference sections of the 2010 Caltrans Standard Specifications, including Division I “General Provisions.”, unless stated otherwise is the various Special Provision sections. Any sections expressly referenced in these Special Provisions are thereby incorporated into these Special Provisions, and take precedence over Section E “Standard Specifications” to the extent these Special Provisions conflict with any term or provision in Section E.

Mobilization

Mobilization shall include all preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site, for the establishment of all offices, buildings and other facilities necessary for work on the project, and for all other work and operations which must be performed or costs incurred prior to beginning work on the various items on the project site.

Mobilization shall include the furnishing and providing for regular maintenance of temporary sanitary facilities on the job for the duration of the project. Failure to comply with this requirement will result in withholding of mobilization payments in the amount deemed appropriate by the Engineer.

Just prior (ten calendar days maximum) to beginning work at the subject site, the Contractor shall photograph and videotape the project sites in sufficient detail to show the existing site conditions, including but not limited to the proposed alignment, staging areas, routes of ingress and egress for hauling and delivering, and all other areas that the Contractor believes are appropriate. The Contractor shall provide a copy of photographs and video to the Town prior to all work.

The Contractor shall arrange for and develop a temporary construction staging area(s) for the storage and operation of construction equipment and supplies. The staging area shall be located outside the public right-of-way. No staging of equipment or materials will be permitted within the public right-of-way without written authorization from the Engineer. The Contractor must obtain written permission from the property owners to use their property in any fashion and provide a copy of permission to the Town. All Contractor, subcontractor, and supplier employees shall park vehicles and equipment at the temporary construction staging area only.

The Contractor shall not permit any waste or damage to be done to the staging area and shall maintain the area in good condition, free of litter and debris. Upon completion of the work, the area shall be restored to its pre-construction or better condition, including the repair of any damaged pavement, curbs, markings, or other infrastructure components.

Partial payment for Mobilization shall conform to Public Contract Code 10264.

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. Names, address, and telephone numbers of at least two (2) emergency contacts for the duration of

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

the contract.

4. 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.
5. 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.

Construction Staging Area

The Town does not provide a construction staging area.

The Contractor shall adhere to all temporary erosion control and storm water pollution prevention requirements for staging areas and shall provide a Water Pollution Control Program as required in these Special Provisions, including the following:

1. Stockpiles of material shall be covered with water proof sheets while not actively being used. Any material (including debris) stored along the street gutter or other drainage path shall include provisions allowing drainage to pass unimpeded and without increasing sediment or pollutants in the water.
2. All storm drain inlets to which the staging areas drain shall be protected from sedimentation with gravel bags.
3. The Contractors staging area and all disturbed surfaces shall be protected by appropriate run off control devices such as waddles, fiber rolls, gravel bags and other measures.
4. Taking such measures as are necessary to prevent, control and abate water, mud, and erosion damage to public and private property and reducing discharge of sediment and pollutants to the Town storm drains and streams as a result of the construction of this project.
5. The Contractor shall follow best management practices in accordance with the Association of Bay Area Governments (ABAG) Erosion and Sediment Control Field Manual (07102) and is subject to conformance with the requirements provided in Section 13, "Water Pollution Control" of the State Standard Specifications.

Submittals

A minimum of 10 working days prior to the start of work, the Contractor shall provide the Town the following submittals for review:

1. Emergency Contract Information
2. Traffic Control Plan
3. Water Pollution Control Program
4. Notification to Businesses, Residence and Agencies
5. Job Mix Formula for HMA
6. Quality Control Plan for HMA Paving
7. Tack Oil
8. Paving Grade Asphalt
9. Traffic Striping, Pavement Markings and Raised Pavement Markers
10. Shoulder Backing Material

A maximum of 10 working days prior to the start of work, the Contractor shall provide the Town the following submittals for review:

1. Project site photos and videos per Section 700-0, subsection "Mobilization".

Roadway Preparation

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

The work under this section consists of preparing the roadway prior to resurfacing or reconstruction as specified in these Special Provisions and as required by the Engineer. Such work shall include controlling nuisance water; sweeping; watering; removal of all raised pavement markers and thermoplastic pavement markings; removal of loose and broken concrete, hot mix asphalt pavement, and foreign material; and the mechanical removal of all weed growth from the roadway surface.

In addition, the Contractor shall implement their Water Pollution Control Program prior to the start of construction, as specified in these Special Provisions.

Project Site Maintenance

The Contractor shall take all reasonable precautions to restrict his operations to the least area of work possible and shall not disturb property beyond the areas of work.

Throughout all phases of construction until final acceptance, including any periods of work suspension, the site shall be kept clean and free from rubbish and debris. 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 and gutter pans acceptably clean wherever construction, including restoration, is incomplete.

The Contractor shall abate dust by sprinkling water or other means as necessary, but the use of water resulting in mud on public streets will not be permitted.

Excess excavated materials from any source shall be removed from the site immediately. Forms, nails and lumber shall be removed the day of form removal. 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 concrete areas, including sidewalk and driveways, shall be broom cleaned, and all pavement areas shall be swept with a self-loading motor sweeper with spray nozzles immediately prior to the final inspection.

All topsoil areas shall be raked. All cleanup costs shall be included in the Contractor's bid. In the event that the Contractor fails to perform this final cleanup, the Agency may remove and/or dispose of the articles or materials at the Contractor's expense.

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

Sanitary Facilities

The Contractor shall provide and maintain enclosed, portable restrooms for the use of personnel engaged in the work. The portable restroom must be lined with secondary containment to prevent leaks and spills. These accommodations shall be maintained in a neat and sanitary condition, and shall comply with all applicable laws, ordinances, and regulations pertaining to public health and sanitation.

Sanitary facilities shall not be staged on site during nonworking hours.

Protection and Restoration of Existing Improvements

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

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 repair or replace all existing improvements which are not designated for removal, but that are damaged or removed as a result of its operations. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension. Repairs and replacements shall be made within 24 hours of damaged, unless directed otherwise by the Engineer.

Measurement and Payment

Full compensation for “**Emergency Information**”, “**Construction Staging Area**”, “**Submittals**”, “**Roadway Preparation**”, “**Project Site Maintenance**”, “**Sanitary Facilities**” and “**Protection and Restoration of Existing Improvements**” shall be considered as included in the contract prices paid for the various bid items of work involved and no additional compensation will be allowed therefore.

The contract lump sum price paid for “**Mobilization, Bonds & Insurance**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in Mobilization, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

700-1 EXISTING FACILITIES

General

Contractor’s attention is directed to Standard Specifications Section 5-1.36, “Property and Facility Preservation.” Protect existing improvements to remain in place including utilities, vegetation, irrigation, curbs, paving and drainage facilities. Repair, replace, or restore any damaged items as required within 24 hours of damage, unless directed otherwise by the Engineer.

All existing private improvements, such as irrigation, landscaping, etc., that conflict with the new improvements shall be removed and restored to original or better condition in new locations as approved in advance by the Engineer.

It is not the intent of the plans and construction documents to show the exact locations of existing underground utilities or structures and the agency Engineer assumes no responsibility therefore. Whenever any such utilities are indicated thereon the Contractor shall be responsible for verifying their actual location and depth in the field, by potholing if necessary. The Contractor shall be responsible for any damage to utilities shown on the plans, located by Underground Service Alert, or as specified herein, as a result of his operations.

The Contractor’s attention is directed to the existence of certain underground facilities that may require special precautions to protect the health, safety and welfare of the workmen and of the public. These facilities include, but are not limited to: irrigation lines and peripherals, parking light electric supply system conductors or conduits, telephone and cable service lines, either directly buried or in duct or conduit, and underground water, gas and electrical distribution systems.

The Contractor shall not be entitled to any right of way delays associated with the relocation or repair of these utilities and other facilities and shall cooperate fully with the owners of these utilities and other facilities for their relocation and repair work.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

Existing utilities in the easements on private property that are not shown on the plans: the Contractor shall be responsible for locating said utilities prior to any construction and shall keep said utilities continuously functioning during the course of the work. If the Contractor for his own reasons needs to shut off or relocate any of said utilities, the Contractor shall give advance notice to and coordinate with the owner of the property and the occupant.

Equipment operating under PG&E electric and AT&T communications lines shall observe minimum clearance from the lines, and all other requirements, as set forth in Article 86 of the Electrical Safety Orders of the State division of Industrial Safety and AT&T requirements.

Where excavations are performed in the vicinity of underground utility mains and/or services the Contractor shall, as necessary, perform initial exploratory excavations to determine their exact depth and location. Payment for exploratory excavation shall be included in the various items of work needed to complete the excavation work. Extreme care shall be exercised to avoid damage, and it will be the Contractor's responsibility to have repairs made to existing facilities at his/her expense in the event of damage.

If applicable the Contractor shall keep the existing drainage system and sanitary sewer system fully functional at all times. If the Contractor for his own reasons desires to block off any portion of these systems, he shall construct a bypass system capable of handling the flow. This bypass system, if constructed, will be for the convenience of the Contractor and shall be constructed at his own expense.

The Contractor shall exercise care not to damage existing property including but not limited to trees, shrubs and landscaping outside the work area. Any damage caused by the contractor shall be replaced by the Contractor at his expense.

Any bypass systems shall be subject to review and approval of the utility owner.

Prior to commencing any excavation, the Contractor shall notify Underground Service Alert (USA) seventy-two (72) hours in advance of any excavations:

Underground Service Alert: Dial 811 or (800) 227-2600

All existing facilities in conflict with the proposed improvement shall be relocated by the contractor, subject to the rules and regulations of the facility owner as may exist.

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

Measurement and Payment

Full compensation for "Existing Facilities" shall be considered as included in the contract prices paid for the various bid items of work involved and no additional compensation will be allowed therefore.

700-2 TRAFFIC CONTROL & CONSTRUCTION AREA SIGNS

General

Attention is directed to Sections 7-1.03, "Public Convenience," and Section 12, "Temporary Traffic Control," of the Standard Specifications and to the provisions in "Public Safety" of these special provisions as well as these Technical Specifications. The provision in this Section will not relieve the Contractor from

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

his/her responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications.

All work necessary to maintain and control all vehicular and pedestrian traffic through the construction zone and/or detour routes and shall conform to the "Manual on Uniform Traffic Control Devices" (Traffic Manual) published by the State of California, Department of Transportation. The manual prescribes minimum standards for the application of uniform traffic control devices such as traffic cones, barricades, regulatory signs, warning signs, and guide signs. The Contractor shall have a copy of the manual at the work site at all times and shall comply with its provisions.

The Contractor shall fulfill the requirements of this section, twenty-four (24) hours per day, seven (7) days a week, including holidays, from the time the Notice to Proceed is issued until the project is formally accepted.

Damaged or missing equipment shall be replaced upon discovery. Equipment left in place over weekends or during other periods of non-work shall be checked and maintained on a daily basis until the work is complete and all traffic control devices are removed from the project.

Traffic control shall be coordinated for the minimum inconvenience and maximum safety of the public during the construction period. The Contractor shall bear full responsibility for maintaining traffic control during the construction period.

Requirement to Maintain Access to Public Facilities

Ingress/egress to the Town and commercial parking lots must be safely maintained at all times during construction. Any modifications to circulation to accommodate ingress/egress must be safely restored to normal conditions outside of work hours. The contractor is responsible for coordination with business owners, property management companies, and residents for modifications to parking, access, and circulation, and for installation and maintenance of traffic control signage on public and private property as may be required.

The Contractor shall provide a safe continuous path of travel for pedestrian traffic during all phases of construction. If pedestrians are directed away from the existing pedestrian travel way due to construction, a suitable alternate path shall be provided. A suitable alternate path may include but is not limited to temporary ADA compliant ramps, traffic control, physical barriers to separate pedestrians from traffic and signage. It shall be clearly understood that it is the Contractor's responsibility to provide a safe path of travel at all times.

Traffic Control Plan

Two weeks (ten working days) prior to the preconstruction meeting, the Contractor shall submit to the Engineer for his review a detailed traffic maintenance and control plan for the various affected project sites or streets. No work may begin in any area until the Traffic Control Plan has been reviewed and approved by the Town Traffic Engineer.

Individual Traffic Control Plans shall be required for each construction activity or proposed detour that will result in a diversion or disruption of the existing traffic flow. The Contractor shall submit the plans to the Town representative a minimum of five (5) days prior to the start of work.

Flagmen

If required in the traffic control plan, and always during one-way traffic control, flagmen will be required to direct traffic during construction. The number and location of flagmen shall be sufficient to allow safe control and passage of traffic through the work zone. During the paving of intersections, two flagmen shall

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

be posted at each intersection for the entire time between tack coat and finish rolling. Where work reduces street width, the Contractor shall provide flaggers to guide traffic.

Flaggers and all personnel working near traffic shall wear CAL OSHA approved safety clothing and equipment. Flaggers shall guide traffic with an appropriate stop/slow sign.

During placement of chip seals, and at other times if necessary, for public or worker safety, pilot cars shall be required to control traffic speed to a maximum speed of twenty miles-per-hour to ensure traffic safety. Pilot cars shall be maintained on the chip sealed streets at least until after the primary sweeping, or longer if necessary for safety.

Portable Delineators

Portable delineators shall be either cones or tubular markers. Delineators to be used at night or in low light conditions shall be reflectorized. The minimum height of either style of delineator shall be thirty-seven inches above the road surface.

All portable delineators shall comply with the current version of the Traffic Manual.

The portable delineators shall be spaced as necessary for proper traffic control. However, in no case shall the spacing between the portable delineators exceed fifty feet on tangents or twenty-five feet on curves.

Restrictions on Closure of Traffic Lanes

The Contractor shall submit to the Town a traffic plan showing the detouring of traffic during construction. Road closures on all streets and lane closures on major arterial streets are not allowed unless specially approved by the Town Engineer. In such case, the contractor shall submit to the Town a traffic plan showing detouring or lane closure during construction for review and approval by the Town Engineer. Road closure and/or lane closure on a major arterial approved by the Town Engineer is subject to restrictions on work hours.

Notification of Residents, Businesses, and Agencies

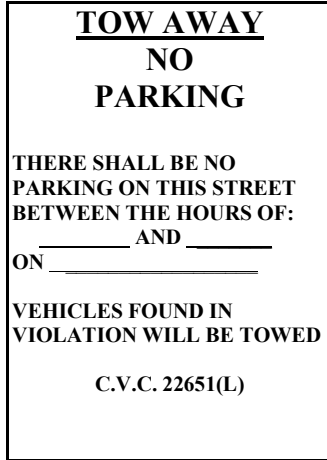
The Contractor shall notify the affected residents and businesses four (4) calendar days in advance of the start of work. Notification shall be done by using “door knob” type notices which shall include a description of the impending work, the date and time when traffic will be restricted, and a date and time when parking will not be allowed along the street scheduled for renovation. Contractor shall submit a sample notice for review and approval by the Town ten calendar days prior to the preconstruction meeting.

Ten calendar days prior to beginning construction, the Contractor shall assist in notifying local schools, hospitals, ambulance services, police and fire departments, transit agencies, refuse collectors and Underground Service Alert (USA) of its schedule of work.

The Contractor shall furnish and place “No Parking” signs, 12 inches by 18 inches minimum size and approved by the Engineer, throughout the area of work at fifty-foot intervals three (3) working days (five (5) calendar days prior to work beginning on a Monday, Tuesday or Wednesday) prior to the start of construction. In rural areas, the signs shall be placed at intervals not to exceed 400 feet. The signs shall include the date and time during which parking is prohibited. The Contractor shall remove these signs immediately when they are no longer needed.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

See example below:



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 Napa County Sheriff's Department. The Contractor shall notify the Napa County Sheriff's Department upon posting of the parking restrictions for a particular street. For removal of parked vehicles, the Contractor shall notify the Napa County Sheriff's 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 Town 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 Town for the cost of any claims associated with the towing citation.

If for any reason the work is delayed or rescheduled after the required notifications have been issued, the Contractor shall re-date the signs affected, notify residents and businesses of the change via a new "door knob" notice, and re-contact the local services and agencies. If the work is delayed more than five (5) calendar days, the Contractor shall remove the signs and place re-dated signs 72 hours, (five (5) calendar days prior to work beginning on a Monday, Tuesday or Wednesday) in advance of the work.

Measurement and Payment

The contract lump sum price paid for "**Traffic Control & Construction Area Signs**" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in Traffic Control and Construction Area Signs, complete in place, including but not limited to preparation and implementation of Traffic Control Plan; furnishing, installing, maintaining, relocating and removing all traffic control and construction signing components; traffic control supervision; flag-persons; portable delineators; pilot cars; coordination with and notification to business owners, property management companies, and residents; and the convenience and safety of the public; as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

700-3 WATER POLLUTION CONTROL PROGRAM

General

The Contractor shall provide a Water Pollution Control Program (WPCP) which describes in specific detail the Contractor's program to prevent contamination of the storm water collection system. The program shall address both common construction activities and extraordinary events.

The WPCP shall comply with the requirements of the storm water quality management plans of the local governing jurisdictions. The plan shall address the prevention of particulates or pollutants from entering the storm water system from the job site, whether due to routine operations or spills.

Construction

The Contractor shall continuously provide at the job site all of the tools, equipment, and materials necessary to implement the WPCP. This requirement shall be enforced at all times from project initiation through completion, including any punch list or warranty work on the project.

Submittals

The Contractor shall submit one (1) electronic copy of the WPCP a minimum of 10 working days prior to the preconstruction meeting. Construction shall not begin until the WPCP is approved.

Protection of Existing Storm Water System

As the first order of work, the Contractor shall protect the existing storm water system from entrance of particulates and pollutants. Such protection shall include implementing the Best Management Practices (BMP) as outlined in the WPCP.

In addition to the Best Management Practices outlined in the local governing jurisdiction's plans, the protection system shall have a minimum of three (3) features:

1. A particulate filter of geosynthetic material securely fastened in place such that it cannot be bypassed without significant physical damage,
2. A pre-filter for the particulate filter, and
3. On-hand materials to close off an inlet or opening in the case of a significant pollution spill.

Material Storage Areas

All material and/or equipment storage areas where liquid construction materials are kept, including but not limited to asphalt emulsions, paving oils, and seal coat materials, shall be protected by a physical barrier capable of containing the entire volume of stored liquid materials. During active construction activities, portions of the barrier may be removed for access. However, the barrier materials must be readily accessible for replacement by on-site construction personnel. The barrier must be in place at all times when construction personnel are absent from the storage site.

System Inspection and Maintenance

The Contractor shall inspect and repair or replace any damaged or clogged element on a daily basis. During periods of precipitation where runoff occurs, the system shall be checked twice daily, seven days a week, whether or not any work has been performed. The daily checks shall be between 6 a.m. and 9 a.m., and 4 p.m. and 8 p.m.

The Contractor shall provide a monitoring log of each inspection.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

Non-Storm Spills or Pollution

The WPCP shall address practices for the cleanup of spilled or leaked pollutants such as hydraulic oil from damaged or leaking equipment. The plan shall include readily available equipment and materials to contain and absorb the pollutants, collection of these materials, and disposal of the materials to an approved disposal facility. The plan shall include ultimate disposal from the Contractor's yard.

The Contractor shall keep a record of any spills on the daily inspection logs. In addition, at the end of the project, the Contractor must certify that all contaminated materials have been properly disposed of in accordance with the WPCP.

Measurement and Payment

The contract lump sum price paid for **“Water Pollution Control Program”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in Water Pollution Control Program, complete in place, including but not limited to preparing, implementing, inspecting, maintaining, and removing the WPCP as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

In addition, failure to perform and document the required daily inspections shall result in a daily penalty of \$250.00 per calendar day. The imposition of the penalty shall not relieve the Contractor of any obligations of these project requirements.

Payment for the work involved under the bid item for the WPCP may be made on a partial payment system based on the completion of the following stages of the work:

| <u>Work Description</u> | <u>Payment Percentage</u> |
|------------------------------------|---|
| Develop plan | 10% of bid price |
| Initial plan implementation | 10% of bid price |
| Removal of BMP's at completion | 10% of bid price |
| Inspection and Maintenance of WPCP | 70% of bid price/contract time in calendar days |

700-4 CLEARING AND GRUBING

General

This work shall include trimming and removing vegetation within the paving limits and to a minimum distance of 12-inches beyond the edge of work limits, and all branches which hang within 15 feet above finished roadway grade, as required for the Contractors operations.

All such work shall conform to Section 16 “Clearing and Grubbing” of the Standard Specifications, these Special Provisions, the plans and typical sections, and as directed by the Engineer.

Construction

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

The contractor shall remove all branches which hang within 15 feet above finished roadway grade, and all other vegetation along roadway and in limits of work area. Vegetation shall be trimmed a minimum of 12-inches beyond the edge of pavement or concrete facility construction limit, or as necessary for concrete reconstruction, cold planing, grading, excavation, and paving operations, and other operations as required.

Prior to trimming any vegetation within or outside the Town's right-of-way, the Town and residents shall be notified one (1) week prior to work to allow the Town or affected resident the opportunity to trim any vegetation that may be impacted by the Contractor's work.

Damage to trees due to lack of care, protection or following these Specifications shall be subject to financial damages up to the cost of removing and replacing the damaged tree. Damage assessment shall be made by the Town's Certified Arborist or Engineer.

The Town Engineer reserves the right to prevent any and all trimming which may have negative impacts on existing trees, shrubs and other vegetation.

Measurement and Payment

Full compensation for "**Clearing and Grubbing**" shall be considered as included in the contract prices paid for the various bid items of work involved and no additional compensation will be allowed therefor.

700-5 HOT MIX ASPHALT (HMA)

General

Summary

This work shall include all work necessary to produce and place Hot Mix Asphalt (HMA) surface course using modified Standard Process, and produce and place Minor HMA for digouts using the Method Process as indicated herein.

Comply with Section 39, "Hot Mix Asphalt," of the California Department of Transportation's 2010 Standard Specifications (Unrevised) except as modified in these special provisions.

Submittals

Submit JMF information on Form CEM-3511 and Form CEM-3512. Submit Form CEM-3513 or CEM-3514 for mixes that have been verified within last 12 months. Provide most recent CEM-3513 if mix has not been verified with the last 12 months. For unverified mixes or out of date mix tests, final acceptance will be based on production startup tests and Contractor will be paving at their own risk.

Submit Quality Control Plan that conforms to the current Caltrans Quality Control Plan Review Checklist for Hot Mix Asphalt. Allow 20 calendar days for review.

Material Delivery Tickets shall be submitted daily.

Contractor shall submit all quality control field test results daily and laboratory test results within 5 calendar days of sampling.

Materials

Asphalt Binder

The grade of asphalt binder mixed with aggregate for all HMA Type A must be PG 64-16.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

Aggregate

The hot mix asphalt to be used will be as follows unless modified by the plans, these special provisions, or the Engineer:

| | |
|-----------------|----------------------------------|
| Digouts: | 1/2 inch, Type A hot mix asphalt |
| Surface Course: | 1/2 inch, Type A hot mix asphalt |

Mix Properties

Mix voids shall be targeted at 3.5%.

The allowable production range for mix voids shall be 2.0% to 5.0%.

The mix shall include 0.5% liquid antistrip. No warm mix additive shall be allowed.

Delivery Tickets

Material Delivery Tickets shall be submitted daily. Each delivery ticket shall include information on the material type, binder type, oil content, and the mix design number. Material delivered to the project without such annotations shall be subject to rejection.

Construction

General

The paving shall be performed in such a way as to not leave any longitudinal paving joints at the end of each day's operation.

Surface Preparation

The work shall consist of preparing the existing street surfaces prior to the commencement of paving. Such work shall include removing raised pavement markers, thermoplastic traffic markings and legends, controlling nuisance water, sweeping, and removing loose and broken pavement and foreign material as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

All vertical edges to be paved against shall be tack coated. These include, but are not limited to, curb faces, gutter lips, swale edges, cross gutter edges, and pavement edges.

Tack coat shall be utilized and shall be either emulsified asphalt Grade RS-1, RS-1h, SS-1, or SS-1h conforming to Section 94, "Asphaltic Emulsions," or paving grade asphalt conforming to Section 92, "Asphalts".

The asphalt tack coat shall be placed with a calibrated distributor truck per Subsection 93-1.03C of the Standard Specifications, unless otherwise specified by the Engineer. The application temperature of the asphalt emulsion shall be 300 degrees Fahrenheit minimum and 375 degrees Fahrenheit maximum.

All cold joints, both longitudinal and transverse, shall be heated with a torch immediately prior to paving. Cold joints include previous passes placed more than three hours prior. All cold joints shall be tack coated.

Transitions and Hot Mix Asphalt Fills

The Contractor shall construct temporary pavement transitions at all paving conforms, planned edges, corss gutters, and commercial and residential driveways with drop offs greater than 1-3/4 inche, prior to allowing traffic onto the paved and cold planed surfaces. Temporary pavement transitions shall have a maximum

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

slope of 20:1 or as approved by the engineer and be constructed on Kraft paper or other suitable bond breaker such that upon removal of the temporary pavement transition, a clean notch remains. The temporary transitions may be constructed of either cold mix or hot mix.

The Contractor shall continuously maintain the temporary pavement until final paving. Each temporary transition shall be inspected by the Contractor and repaired as necessary to comply with these provisions at the end of each day including weekends and holidays.

Failure to comply with these provisions will result in a liquidated damage of \$250 per day per transition and/or the cost of Town crews making the repairs if necessary, to correct for public safety.

Layout

The Contractor shall layout and mark the location of the edges of the paving passes of the surface course to match the new layout of the lane lines. The layout shall be made at least 24 hours prior to paving. The layout shall be approved by the Engineer prior to paving.

If the striping is to remain unchanged, the edges of the paving passes shall conform to existing lane edges.

In all cases where practical, each lane shall be paved in a single pass. In tapered transition areas, the shoulder areas shall be paved first, then the through lane shall be paved immediately after the shoulder paving.

For paving which incorporates new quarterpoints or grade breaks due to keycuts or other conditions, the Contractor shall provide equipment capable of adjusting to the new surface profile at the appropriate locations. The profile adjustments shall be within twelve inches of the actual gradebreak or quarterpoint.

The Contractor shall take sufficient measurements during laydown to ensure that the full design hot mix asphalt layer depth is provided at each quarterpoint, gradebreak, or transition. Failure to provide the design depth at these areas will result in rejection of the work. Correction of this rejected work will include milling out the new hot mix asphalt from the road edge to the centerline or nearest inside lane line and repaving. The minimum length of the milled and corrected area shall be fifty (50) feet.

Tolerances

The finished hot mix asphalt surface shall be flush with or no greater than 1/4 inch (0.02 feet or 6 mm) above, the gutter lips. The finished pavement surface shall not be lower than the gutter lips.

The average pavement thickness shall be equal to the specified thickness for the project.

For total pavement thicknesses of less than four (4) inches, the minimum allowable thickness will be 1/4 inch less than that specified.

For total pavement thicknesses of four (4) inches or more, the minimum allowable thickness will be 1/2 inch less than that specified.

Automatic Screed Controls

For all main line street or roadway paving with single lane length exceeding 300 feet, automatic screed controls shall be required. Automatic screed controls shall not be required for the paving of parking lots, intersections, cul-de-sacs, alleyways or other irregular areas.

In addition to the requirements in Section 39-1.10 and 39-1.11 of the Standard Specifications, hot mix asphalt shall be placed with spreading equipment equipped with fully automatic screed and grade sensing

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

controls which shall control the longitudinal grade of the screed. Automatic controls shall conform to and be operated in accordance with the provisions herein.

Unless approved otherwise, ski-type devices with a minimum length of 30 feet shall be used to provide a reference for the grade sensor. Skis shall be constructed and installed in such a manner that a reference to the average elevation of the existing pavement, along the length of the ski, is maintained at the sensor point. When placing surfacing adjacent to surfacing previously placed in conformance with these provisions, a joint matching shoe of adequate size and type to properly sense the grade of the previously placed mat may be used in lieu of the 30-foot ski.

The ski shall be mounted at a location which will provide an accurate reference for the surfacing being placed. This may require the ski to be mounted ahead of and inside the outer limits of the screed. Automatic cross slope control may be accomplished by use of a ski and grade sensor on each side of the paving machine.

Automatic screed controls shall be installed in such a manner that the occasional manual adjustments necessary to maintain the altitude of the screed parallel to the underlying pavement are readily accomplished. Automatic screed controls shall be installed so that with little or no delay, use of the automatic controls can be discontinued and the screed controlled by manual methods.

If it is determined by the Engineer that the existing grade and cross slope are too irregular for the automatic controls to provide the quality of work required, the use of the automatic controls shall be discontinued and the spreading equipment adjusted by manual methods. Use of automatic controls shall resume when the Engineer has determined that it is again practical and so orders.

Compacting

Rolling shall be performed as indicated in the referenced Caltrans specifications. The roller water shall contain a soap type compound to prevent sticking of the HMA material to the rollers. The soap type compound shall not damage the HMA or impede the bonding of layers.

The number of rollers required for each paving operation shall be such that all rolling for density can be completed before the temperature of the hot mix asphalt mixture drops below 240 degrees Fahrenheit.

Breakdown rolling shall commence when the hot mix asphalt is placed. Rolling shall be accomplished with the drive wheel forward and with the advance and return passes in the same line.

The Contractor shall have hand-compaction equipment immediately available for compacting all areas inaccessible to rollers. Hand-compaction shall be performed concurrently with breakdown rolling. If for any reason hand-compaction falls behind breakdown rolling, further placement of hot mix asphalt shall be suspended until hand-compaction is caught up. Hand-compaction includes vibraplates and hand tampers. Hand torches shall be available for rework of areas which have cooled.

After compaction, the surface texture of all hand work areas shall match the surface texture of the machine placed mat. Any coarse or segregated areas shall be corrected immediately upon discovery. Failure to immediately address these areas shall cause suspension of hot mix asphalt placement until the areas are satisfactorily addressed, unless otherwise allowed by the Engineer.

Contractor Quality Control

The HMA shall be verified by the engineer prior to placement on the jobsite. If agreed to by the Contractor and the Engineer, the production start-up may be used for verification. If the production start-up is used for

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

verification, the Engineer may require removal and replacement of the HMA, at their discretion, in the event of verification failure.

Contractor quality control testing is optional. However, if the contractor fails to submit quality control results to the engineer within 72 hours of HMA placement, the contractor waives all rights to dispute the Engineer's results. In the event of asphalt binder or Hamburg wheel track testing by the Engineer, the contractor has 5 days to submit their test results from the time the Engineer informs the contractor that he is performing testing or the contractor waves the right to dispute the Engineer's results.

The Engineer shall test for conformance with aggregate quality characteristics at the beginning of the project.

The Engineer shall test air void content, Hveem stability, and voids in mineral aggregate (VMA) a minimum of once per day.

The Engineer may sample the hot mix asphalt from truck beds at the plant, from the hopper of the paving machine, or from the mat behind the paver at the discretion of the Engineer. The Contractor shall facilitate the sampling process.

Engineer's Acceptance

The Town shall be notified 48-hours prior to scheduling pavement placement so that Quality Assurance personnel can be scheduled.

Materials Acceptance

The Engineer may withhold acceptance in the event of any failing test result until the Contractor has addressed the failing material to the Engineer's satisfaction.

Compaction Acceptance

Sublots to determine compaction testing shall be based on the following:

- Each 750 tons, or part thereof, placed on an individual street in a paving day. If over 750 tons are placed in a single paving day on an individual street, up to 150 tons over 750 tons can be moved in to the previous 750 ton subplot.
- If multiple streets are paved in a day, each street will be considered its own subplot with multiple sublots on streets where greater than 750 tons are placed.

The in-place density shall be between 92.0 percent and 97.0 percent of maximum theoretical unit weight using a nuclear gauge. Gauge compaction testing shall be performed in accordance with CTM 375. Final compaction is based on the average nuclear gauge results for the subplot. The nuclear gauge will be core correlated the first day of paving.

If nuclear gauge compaction testing results are failing, the contractor can request coring to verify the results. Three cores will be sampled for each subplot and the average of the three cores for each subplot will determine the in-place density. The core locations will be determined using random sampling charts in CTM 375. The engineer will mark the core locations.

Cores may be taken up to 5 calendar days after placement and may be 4 or 6 inches in diameter. The engineer will provide results within 3 working days of receiving the cores.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

Passing cores shall be paid for by the owner. Failing cores will be paid for by the contractor. If the core testing produces both passing and failing cores, the cost will be prorated between the contractor and the owner.

Contractor shall core the full depth of the new overlay and existing asphalt layers and backfill the cores holes with rapid set concrete. The cores shall be sawcut at the new overlay line prior to testing. Failure to backfill the core holes on the same day as the coring is performed will subject the Contractor to **liquidated damages in the amount of \$250 per day per location**.

For the percent of maximum theoretical density, the following table shall apply to deductions for average compaction of a sublot:

Reduced Payment Factors for Percent of Maximum Theoretical Density

| HMA Type A Percent of Maximum Theoretical Density | Reduced Payment Factor | HMA Type A Percent of Maximum Theoretical Density | Reduced Payment Factor |
|---|------------------------|---|------------------------|
| 92.0 | 0.0000 | 97.0 | 0.0000 |
| 91.9 | 0.0125 | 97.1 | 0.0125 |
| 91.8 | 0.0250 | 97.2 | 0.0250 |
| 91.7 | 0.0375 | 97.3 | 0.0375 |
| 91.6 | 0.0500 | 97.4 | 0.0500 |
| 91.5 | 0.0625 | 97.5 | 0.0625 |
| 91.4 | 0.0750 | 97.6 | 0.0750 |
| 91.3 | 0.0875 | 97.7 | 0.0875 |
| 91.2 | 0.1000 | 97.8 | 0.1000 |
| 91.1 | 0.1125 | 97.9 | 0.1125 |
| 91.0 | 0.1250 | 98.0 | 0.1250 |
| 90.9 | 0.1375 | 98.1 | 0.1375 |
| 90.8 | 0.1500 | 98.2 | 0.1500 |
| 90.7 | 0.1625 | 98.3 | 0.1625 |
| 90.6 | 0.1750 | 98.4 | 0.1750 |
| 90.5 | 0.1875 | 98.5 | 0.1875 |
| 90.4 | 0.2000 | 98.6 | 0.2000 |
| 90.3 | 0.2125 | 98.7 | 0.2125 |
| 90.2 | 0.2250 | 98.8 | 0.2250 |
| 90.1 | 0.2375 | 98.9 | 0.2375 |
| 90.0 | 0.2500 | 99.0 | 0.2500 |
| < 90.0 | Remove and Replace | > 99.0 | Remove and Replace |

Measurement and Payment

The contract price paid per ton for “1/2 HMA (Type A) PG 64-16” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in hot mix asphalt, complete in place, including surface preparation, tack coat, temporary transitions, HMA fills, Job Mix Formula preparation, Contractor’s Quality Control Plan, and the costs of coring to verify core densities, if required, and clean-up, as shown on the plans, as specified in the Standard Specification and these special provisions, and as directed by the Engineer.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

Hot Mix Asphalt required for “Remove & Replace HMA” and “6” Deep Lift Stabilization (Allowance)” shall be included in the price paid for those items of work, and no additional compensation will be allowed.

Section 39-6, “Payment,” of the Standard Specifications shall not apply.

700-6 COLD PLANING

General

Cold planing shall include all work necessary to remove existing asphalt, concrete, base, and/or native materials to a predetermined depth as indicated in the bid documents. The work includes but is not limited to the removal of the existing pavement adjacent to gutters, valley gutters, spandrels, and asphalt dikes.

Cold planing may be used for “Remove & Replace HMA” and “6” Deep Lift Stabilization”.

All core locations shown on the plans are approximate. Existing conditions may differ from the information specified in the boring logs as shown on the plans.

Existing pavement surface on roadways to be milled prior to pavement inlay shall be cold planed as specified herein.

Equipment

The machine used for planing shall have performed satisfactorily on similar work and shall meet the following requirements:

The planing machine shall be specifically designed and built for the planing of bituminous pavements without the addition of heat. It shall have the ability to plane portland cement concrete patches in the bituminous pavement, or portland cement concrete pavements. The cutting drum shall be a minimum of forty-eight (48) inches wide and shall be equipped with carbide tipped cutting teeth placed in a variable-lacing pattern to produce the desired finish.

The machine shall be capable of being operated at speeds of zero to forty feet per minute, it shall be self-propelled, and have the capability of spraying water at the cutting drum to minimize dust. The machine shall be operated in such a way so that no fumes or smoke will be produced. The machine shall be capable of removing the paving material next to curbs or gutters and be designed such that the operator thereof can at all times observe the planing operation without leaving the controls. The machine shall be adjustable for slope and depth and shall be equipped with sonic sensing devices for controlling depth.

Construction

General

Cold planing may require removal of existing asphalt concrete above gutter lips, in addition to the required depth below the gutter lip, due to prior overlays.

Cold planing operation will not commence until a sweeper is on site.

Pavement to be cold planed may contain pavement fabric.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

Cold planing shall be performed in such a manner so as to create clean vertical edges. Any broken, damaged, or non-vertical pavement edges shall be re-cut prior to paving.

Lowering Utility Covers

Prior to cold planing on streets to have a uniform depth of the existing surface removed, all utility covers shall be lowered such that the cutting teeth of the planing machine passes over the adjusted lid without causing damage to the lid or frame, unless shown otherwise on the plans or directed otherwise by the Engineer. Contractor shall be responsible for maintaining any temporary asphalt fill material over these facilities until the final paving surface is installed. The Contractor shall clearly mark or reference lowered sanitary sewer and water valves in case emergency access is required by the agency responsible for operation of the sewer and water system.

Pavement Removal

Pavement against curb faces shall be removed to the full depth designated for that particular section of roadway. If pavement against curb faces cannot be removed by the planing machine, the Contractor shall use other means to remove this material.

On areas where the underlying material appears to be wet or soft, or where it deflects under wheel loads, the Contractor shall employ excavation and grading techniques which do not worsen the subgrade condition.

If pavement against utility covers, gutter lips, or other features cannot be removed by the cold planing machine, the Contractor shall use other means to remove this material.

After the removal of pavement, base, and/or native materials, recompact loosened material at the cold planed surface. If the Contractor disturbs more than 1-1/2" of material, subgrade shall be regraded to provide a uniform pavement thickness and the base rock or native soil shall be compacted to 95% relative compaction. Compaction testing shall be performed in accordance with either CTM 216 and 231 or ASTM D-1557, D-2216, D-2922, and D-3017. All segregated or loose material shall be removed.

On areas where the underlying material appears to be wet or soft or where it deflects under wheel loads, the Contractor shall employ excavation and work techniques which do not worsen the sub-grade condition.

At the Engineer's discretion, prior to placing Hot Mix Asphalt, each pavement replacement area shall be proof-rolled with a loaded construction vehicle, preferably a ten cubic yard dump truck or equivalent. The compacted surface shall not visibly yield or deflect. Soft, yielding, unstable, or unsuitable areas shall be removed and replaced with base rock or Hot Mix Asphalt. If the areas were caused or significantly worsened by the Contractor's operations, these areas shall be replaced at the Contractor's expense.

In the event that the underlying material is soft, yielding, unstable, or unsuitable, the Engineer may direct the Contractor to excavate to the depth of 0.5 feet below the design depth required above and disposed of in accordance with these Special Provisions. The limits of removal shall be designated by the Engineer. The resulting space shall be filled with a single lift of hot mix asphalt. Alternately the Engineer may direct the Contractor to place a first, thicker lift of hot mix asphalt by alternate means including by floating in with tracked equipment to bridge the unsuitable subgrade followed by conventional paving of subsequent lift(s).

Unsuitable material is defined as material the Engineer determines to be:

1. Of such unstable nature as to be incapable of being compacted to specified density using ordinary methods at optimum moisture content, or

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

2. Too wet to be properly compacted and circumstances prevent in-place drying prior to incorporation into the work, or
3. Otherwise unsuitable for the planned use.

Temporary Striping

Streets to be milled shall be temporarily striped after completion of cold planing prior to pavement resurfacing work. Temporary striping shall consist of the following:

1. Reflective traffic striping tape by 3M (or equal). Tapes shall be the same color as the traffic strip they are replacing.
2. Temporary tab markers measuring 2" tall by 3-1/2" wide, and have a reflective lens across the width of the marker. Markers shall be the same color as the traffic stripe that they are replacing.

Temporary striping will be placed to delineate lane lines, center lines, crosswalks, and other traffic striping legends and shall be continuously maintained by the Contractor until resurfacing work is performed.

Tape and markers shall be the same color as the traffic stripe that they are replacing.

Tolerances

The pavement surface after cold planing shall be uniformly rough. The grade shall not deviate from a suitable straight edge more than 1/4 inch at any point. When multiple passes are required to create the cold planed surface, the maximum variation from a string-line or straight edge shall be 1/4 inch high to 1/2 inch low. High points out of tolerance shall be re-planed to fall within tolerance. Low areas shall be filled with hot mix asphalt as specified herein to meet tolerances. The cost of such correction of low areas shall be entirely the Contractors.

Removal and Disposal of Material

During the cold planing operation, the Contractor shall continuously sweep the roadway with mechanical equipment and remove all loosened material from the project site until completion of the removal work.

All material removed shall be considered the property of the Contractor and shall be removed and legally disposed of at the Contractor's expense. At the request of the Engineer, the Contractor shall provide proof of legal disposal within 24-hours.

Air Pollution Control

The Contractor shall take all necessary measures to avoid the dispersion of dust.

Correction of Tear Out Areas

If tear-out to the underlying layers occurs during the cold planing operation, the Contractor shall adjust his operation to minimize tear-out. Corrections shall include changing operation speed and replacing cutting teeth. Changes in cold planing depth shall only be made with approval of the Engineer.

Areas torn out by lack of diligence on the Contractor's part shall be corrected at the Contractor's expense by placement of hot mix asphalt conforming to the requirements of these special conditions. Areas torn out due to pre-existing adhesion problems in the existing hot mix asphalt shall be corrected at the Town's expense as directed by the Engineer.

Temporary Transitions

The Contractor shall construct temporary pavement transitions at all paving conforms, planned edges, cross gutters, and commercial and residential driveways with drop-offs greater than 1-3/4 inch, prior to allowing

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

traffic onto the paved surface. Such transitions shall have a maximum slope of 20:1 and be constructed on kraft paper or other suitable bond breaker such that upon removal of the transition a clean notch remains.

Schedule

On Harvest Court, Humboldt Street and Yount Mill Road, the Contractor shall schedule the work such that final surface course paving is completed within 5 working days after keycuts.

On Mesa Court, the Contractor shall schedule the work such that areas of “Remove & Replace HMA” and “6” Deep Lift Stabilization (Allowance)”, if required, are completed the same day as the cold planing and that final surface course paving is completed within 1 working days after cold planing.

Pavement removed under bid items for “Remove & Replace HMA”, and “6” Deep Lift Stabilization (Allowance)” shall be restored the same day as the removal.

Failure to comply with these provisions shall subject the Contractor to \$1,500 per location per calendar day in liquidated damages. Multiple occurrences of liquidated damages per calendar day are not restricted.

Measurement and Payment

The contract price paid per square foot for “Cold Plane 2” and “Cold Plane 2-1/2” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Cold Planing, complete in place, including removing and disposing of all planed materials above the gutter lips, and to the depths required, regardless of the number of equipment passes required to achieve the design depth, as shown on the plans, as specified in the Standard Specifications and in these special provisions, and as directed by the Engineer.

The contract price paid per linear foot for “Keycut A1 (Longitudinal Conform Grind)”, “Keycut A2” (Longitudinal Conform Grind)”, “Keycut A3 (Longitudinal Conform Grind)”, “Keycut B1 (Transverse Conform Grind)”, “Keycut B2 (Transverse Conform Grind)” and “Keycut B3 (Transverse Conform Grind)” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Cold Planing, complete in place, including removing and disposing of all planed materials above the gutter lips, and to the depths required, regardless of the number of equipment passes required to achieve the design depth, as shown on the plans, as specified in the Standard Specifications and in these special provisions, and as directed by the Engineer.

Cold planing required for “Remove & Replace HMA” and “6” Deep Lift Stabilization (Allowance)” shall be included in the price paid for those items, and no additional compensation will be allowed.

700-7 REMOVE & REPLACE HMA

General

This work shall include all work necessary to remove existing Hot Mix Asphalt, concrete, base and/or native materials to the specified depth by cold planing and replace with new Hot Mix Asphalt.

Cold Planing shall comply with these Special Provisions.

Materials

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

The Hot Mix Asphalt for remove and replace areas must conform to Section 39 of the Standard Specifications, and these Special Provisions.

Construction

The pavement areas designated to be replaced shall be removed to a uniform depth as specified, and shall be removed by cold planing. Any broken or damaged pavement edges shall be re-cut prior to paving. All removed material shall be cleared from the site.

All pavement areas removed shall be restored the same day as the removal. **Failure to comply with these provisions will result in liquidated damage of \$1,500 per day per location.**

After the removal of pavement, base, and/or native materials, recompact loosened material at the cold planed surface. If the Contractor disturbs more than 1-1/2" of material, subgrade shall be regraded to provide a uniform pavement thickness and the base rock or native soil shall be compacted to 95% relative compaction. Compaction testing shall be performed in accordance with either CTM 216 and 231 or ASTM D-1557, D-2216, D-2922, and D-3017. All segregated or loose material shall be removed.

On areas where the underlying material appears to be wet or soft or where it deflects under wheel loads, the Contractor shall employ excavation and work techniques which do not worsen the sub-grade condition.

At the Engineer's discretion, prior to placing Hot Mix Asphalt, each pavement replacement area shall be proof-rolled with a loaded construction vehicle, preferably a ten cubic yard dump truck or equivalent. The compacted surface shall not visibly yield or deflect. Soft, yielding, unstable, or unsuitable areas shall be removed and replaced with base rock or Hot Mix Asphalt. If the areas were caused or significantly worsened by the Contractor's operations, these areas shall be replaced at the Contractor's expense.

In the event that the underlying material is soft, yielding, unstable, or unsuitable, the Engineer may direct the Contractor to excavate to the depth of 0.5 feet below the design depth required above and disposed of in accordance with these Special Provisions. The limits of removal shall be designated by the Engineer. The resulting space shall be filled with a single lift of hot mix asphalt. Alternately the Engineer may direct the Contractor to place a first, thicker lift of hot mix asphalt by alternate means including by floating in with tracked equipment to bridge the unsuitable subgrade followed by conventional paving of subsequent lift(s).

Unsuitable material is defined as material the Engineer determines to be:

4. Of such unstable nature as to be incapable of being compacted to specified density using ordinary methods at optimum moisture content, or
5. Too wet to be properly compacted and circumstances prevent in-place drying prior to incorporation into the work, or
6. Otherwise unsuitable for the planned use.

After compaction of the sub-grade, all vertical edges of existing pavement or concrete shall receive a tack coat immediately prior to paving. Additional tack may be necessary between Hot Mix Asphalt courses. No prime coat shall be required. A tack coat between layers of Hot Mix Asphalt shall be required if not paved on the same day or if the surface has been contaminated or soiled. Any contamination or soiling shall be thoroughly cleaned and a tack coat placed between layers immediately prior to paving.

No prime coat shall be required.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

Care shall be taken to assure compaction of the inside corners of the first lift. Ramping shall not be allowed on the course placed immediately prior to the surface course.

A minimum of two lifts shall be used for each replacement area with a depth greater than three inches. The surface course shall be 1-1/2 inches minimum thickness. No single base or intermediate course may exceed three inches, unless shown otherwise in the typical sections and construction details, or as allowed by the Engineer.

The repaired areas shall conform to the level of the surrounding pavement so that no elevation variation is evident. The surface shall have a maximum variation from high to low of 0.01 feet maximum when measured with a twelve-foot level. Variation at the edges shall not exceed 0.01 feet maximum. When matching existing pavement, the finished surface shall not inhibit drainage. The upslope edge of the replacement shall be 0.00 feet high to 0.01 feet low. On the downslope edge of the replacement, the finished surface shall be 0.01 feet high to 0.00 feet low. Any resulting variations shall be corrected to the satisfaction of the Engineer.

All material removed shall be considered the property of the Contractor and shall be removed and legally disposed of at the Contractor's expense. At the request of the Engineer, the Contractor shall provide proof of legal disposal within 24-hours.

Measurement and Payment

The contract price paid per square foot for **"Remove & Replace 4" HMA", "Remove & Replace 6" HMA"** and **"6" Deep Lift Stabilization (Allowance)"** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Remove & Replace HMA, complete in place, including cold planing, removal, off haul and disposal of existing pavement concrete, base and native material, pruning and removing tree roots under HMA repairs, proof rolling, compaction of base materials, tack coat, furnishing, placing and compacting Hot Mix Asphalt, and clean up, as shown on the plans, as specified in the Standard Specifications and in these special provisions, and as directed by the Engineer.

"Remove and Replace HMA" and "6" Deep Lift Stabilization" will be measured and paid for by the square foot.

Quantities for "Remove and Replace HMA" and "6" Deep Lift Stabilization" shall be approved by the Engineer prior to commencing removal operations. Only areas approved by the Engineer will be measured for payment.

Sections 9-1.06B "Increases of More Than 25 Percent" and 9-1.06C "Decreases of More Than 25 Percent" do not apply to the bid items related to "Remove and Replace HMA" and "6" Deep Lift Stabilization".

700-8 ASPHALT TACK COAT

General

This work shall include all work necessary to furnish and apply asphalt tack coat in conjunction with hot mix asphalt overlays and other hot mix asphalt paving work.

All such work shall conform to Section 94, "Asphaltic Emulsions", and Section 92, "Asphalts", of the Standard Specifications, these Special Provisions, and as directed by the Engineer.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

Materials

The tack coat shall be emulsified asphalt of grades RS1, RS2, SS1, or SS1h, conforming to Section 94, "Asphaltic Emulsions", or PG 64-16 asphalt binder conforming to Section 92, "Asphalts", of the Standard Specifications.

Construction

Tack coat shall be applied as specified in Subsections 39-1.09 of the Standard Specifications and these Special Provisions.

The Engineer will determine if the pavement is sufficiently dry for the application of the tack coat. In addition, tack coat shall not be applied when the temperature of the surface to be tacked is below 40 degrees Fahrenheit in the shade.

The tack coat shall not be applied until the preparation of the existing surface has been completed, and then only so far in advance of placing the hot mix asphalt as permitted by the Engineer. Preparation of the surface shall be performed as described in these Special Provisions. No tack coat shall be left exposed overnight. Immediately in advance of placing the hot mix asphalt, additional tack coat shall be applied as directed by the Engineer to areas where previously applied tack coat has been destroyed or otherwise rendered ineffective, and no additional compensation will be allowed for such work.

Tack coat shall be applied to all vertical edges to be paved against including curb faces and gutter lips.

The Contractor shall protect concrete surfaces that are not to be paved against from tack coat spray or splash. Any tack coat more than one inch above the paving surface shall be removed by power washing or other means. Residue of the material shall be removed from concrete surfaces by sandblasting to the extent required by the Engineer.

Measurement and Payment

Full compensation for "**Asphalt Tack Coat**" shall be considered as included in the contract prices paid for the various bid items of work involved and no additional compensation will be allowed therefor.

700-9 PRUNE & REMOVE TREE ROOTS

General

The work shall consist of pruning and removing the existing tree roots as detailed on the Plans, and as directed by the Engineer. Removal of tree roots shall be done adjacent to and under all damaged pavement to be removed and replaced under this contract. Any damage to irrigation systems or other utilities caused by the Contractor shall be repaired by the Contractor at his expense.

Pavement shall be removed in such a manner that tree roots and trunk are not damaged or scarred, and that adjacent irrigation systems or existing improvements are not damaged.

Construction

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

The contractor shall notify the Town seventy-two (72) hours in advance of any root pruning so that the Town arborist can be on site to inspect the operation. No root pruning work can be performed without the Town arborist present unless authorized by the Engineer.

Tree root pruning shall be performed by the Contractor in the presence of the Engineer and in accordance with "Pruning Standards" published by the Western Chapter of the International Society of Arboriculture. All roots encountered shall be cut by hand (i.e. chain saw, hand pruners, hand saw, axe, etc.) or a root pruner approved by the Town arborist, such as, Dosko Model RC 14SP. Root removal by other mechanical means (trencher, backhoe, loader, etc.) is specifically prohibited.

Roots between the location identified on plans and the tree are not to be disturbed. Roots outside the location identified on plans may be removed by any means after the roots therein are pruned.

Damage to the tree due to lack of care, protection or following these special provisions shall be subject to financial damages up to the cost of removing and replacing the damaged tree. Damage assessment shall be made by the Town arborist.

Measurement and Payment

Full compensation for **"Prune & Remove Tree Roots"** shall be considered as included in the contract prices paid for the various bid items of work involved and no additional compensation will be allowed therefor.

700-10 LOWERING AND ADJUSTING EXISTING UTILITY FACILITIES TO GRADE

General

This work shall consist of lowering and raising or adjusting existing utility facilities such as manholes, valve boxes, and monument boxes to the finish grade of the resurfaced asphalt pavement. On roadways to be milled, facilities shall first be lowered prior to cold planing and then adjusted to finish grade after completion of the resurfacing work.

All utility adjustments shall be made per the City of Napa Standard Drawing No. D-14, "Standard Manhole Adjustments". Concrete shall be used to raise the final surface adjacent to the adjusted utility covers to match the finished pavement elevation. No hot mix asphalt shall be used for final adjustments.

The Contractor is responsible for obtaining and purchasing from the appropriate governing jurisdiction any required permits associated with lowering or adjusting to finish grade all utility frames and covers within the limits of work.

Construction

General

The Contractor shall notify owners of private utility facilities seven days prior to the start of the resurfacing work. Such owners may request the contractor to lower and raise the private facilities.

The Contractor shall properly locate and tie all existing facilities to be lowered and raised in advance of cold planing and paving operations.

Care shall be taken to keep frames and covers clean. The Contractor shall completely protect with heavy plastic or other suitable material all utility covers or other items that are visible on the surface and will be

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

covered by his operations. This shall be completed prior to the start of operations and approved by the Engineer. Any materials that adhere to the frames and covers shall be removed.

Facilities damaged by the Contractor shall be replaced at the Contractor's expense. Facilities (box and lid or frame and cover) found existing in a damaged condition, and reported to the Engineer before disturbing, shall be replaced by the Contractor with materials furnished by the Owner.

Lowering

All frames and covers shall be salvaged and stored off-site unless approved otherwise by the Town.

Lower frames and covers of existing facilities before cold planing to sufficient depth so that cold planing equipment passes safely over the top of the lowered frame and cover without damaging it. Temporarily fill utility depression with hot-mix asphalt, compacted pulverized base material, or compacted class II AB before opening the lanes to public traffic. The Contractor shall be responsible for maintaining any temporary fill material over these facilities until the final paving surface is installed.

Where frames and covers cannot be lowered prior to cold planing, cold planer equipment shall "pick-up" and "set-down" on either side of the covers. Non-milled asphalt pavement around lid or cover shall be removed by other means to the specified depth. Lids and covers shall then be protected utilizing the following alternatives:

1. Ramp section (cut-back) around frame and cover and paint white.
2. Place lighted Portable Barricade over frame and cover (only allowed if outside of traffic lane and if approved by the Engineer).

Adjustments and Tolerances

All utility adjustments shall be made per the City of Napa Standard Drawing No. D-14, "Standard Manhole Adjustments". Concrete shall be used to raise the final surface adjacent to the adjusted utility covers to match the finished pavement elevation. No hot mix asphalt shall be used for final adjustments.

The surface of the adjusted facilities shall be true to the new pavement surface to within a 1/8-inch deviation. This tolerance shall apply in a single direction only, either up or down. In addition, the adjusted facility shall not vary to the high tolerance on one side and the low tolerance on the other (i.e. the total aggregate tolerance on both sides shall be limited to the 1/8-inch variation). This variation shall apply to the adjacent concrete collar around the facility such that neither the concrete nor facility vary by more than the stated tolerances.

Care shall be taken to keep the utility frames and covers, and pavement surfaces clean and free of concrete splatter. Any material that adheres to the utility frames and covers or pavement surfaces shall be immediately removed to the satisfaction of the Engineer.

Schedule

All facilities shown on the plan shall be lowered no more than 5 working days prior to cold planing, or as approved by the Engineer.

All facilities shown on the plan shall be adjusted to finish grade within 72 hours after the placement of the final surface paving on each individual street segment. If several lifts of pavement are to be placed, the facilities shall be raised if the paving operation ceases for more than 72 hours, or as approved by the Engineer.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

Failure to comply with these provisions shall subject the Contractor to \$250 per utility per calendar day in liquidated damages.

Survey Monuments

Where new survey monument boxes and covers are required, the Contractor shall perform the installation without disturbing the location of the monument. If the monument is disturbed, the Contractor will be responsible for re-establishing it as a monument in accordance with State laws.

The work for placement of the box and cover over an existing monument will include removal and replacement of the hot mix asphalt around the monument.

Measurement and Payment

The contract unit price paid for “**Lower Sewer Clean Out Cover**”, “**Lower Water Valve Cover**”, “**Adjust Manhole Cover to Finish Grade**”, “**Adjust Sewer Clean Out Cover to Finish Grade**”, “**Adjust Survey Monument Cover to Finish Grade**” and “**Adjust Water Valve Cover to Finish Grade**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in lowering and raising utility frames and covers to grade, complete in place, including coordination with the utility companies, obtaining and paying for permits as required, replacing disturbed monuments, salvaging utility frames and covers, furnishing and placing mortar for grade rings and concrete for collars, removing accumulated debris within manhole structures and storm/sewer pipes as a results of Contractor’s operations, and clean-up as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

All quantities will be determined from actual counts. The unit costs shall govern regardless of the method used to make the adjustments.

700-11 TRAFFIC STRIPES, PAVEMENT MARKINGS AND PAVEMENT MARKERS

General

Work under this section shall include removing thermoplastic traffic striping and pavement markings, and replacing with paint. No thermoplastic materials shall be required.

Blue RPM’s removed shall be replaced in-kind.

Traffic striping, pavement markings, and paint shall comply with Section 84, "Markings" of the 2018 Standard Specifications except as modified in these special provisions.

RPMs shall comply with Section 81-3, "Pavement Markers" of the 2018 Standard Specifications except as modified in these special provisions.

Submittals

Submit a certificate of compliance for each type of RPM used.

Submit material data and SDS for Rumble Bars.

Materials

Raised Pavement Markers (RPMs)

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

RPMs must be on the Authorized Material List for signing and delineation materials. Each package of RPMs delivered to the job site must be marked with the following:

1. Manufacturer's name
2. Type
3. Color
4. Quantity
5. Lot number
6. Date of manufacture

Paint

White and Yellow paint shall be Waterborne traffic line conforming to State Specification PTWB-01R2.

Blue, Red and Green paint shall be Waterborne traffic line for the international symbol of accessibility and other curb markings conforming to Federal Specification TT-P-1952E.

Curb paint shall be Ennis Flint Standard Fast Dry Waterborne Traffic Paint, or an approved equivalent. Color codes for Ennis Flint are as follows:

- Red 985204
- White 985201
- Blue 985205
- Yellow 985202
- Green 985206

Rumble Bars

Rumble Bars shall be Pre-Mark Rumble Bars by Ennis-Flint or approved equal. Color of rumble bars shall be white.

Construction

General

Removal and installation of traffic striping, pavement markings, and paint shall comply with Section 84-2.03, "Construction" of the 2018 Standard Specifications.

Removal and installation of RPMs shall comply with Section 81-3.03, "Construction" of the 2018 Standard Specifications.

Existing Striping and Markings

In areas to be overlaid, the contractor shall remove all existing thermoplastic striping by sand blasting, grinding, or other methods as specified in the Standard Specifications or by the Engineer.

The Contractor shall replace all striping which has been damaged or obliterated by or during the work. This shall include striping replacement completely across the street even in the event that the Contractor's work may not extend that far. Both lines of each crosswalk shall be completely repainted even if only a portion of a line has been obliterated.

When the Contractor's work removes, or reduces the visual appearance of a lane line or centerline, the Contractor shall replace all striping between the adjacent intersections in both directions. Where a median exists, this work will be required only in the roadway where the work has occurred, unless a detour which

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

altered the pavement markings occurred in the other roadway. In such cases, the striping will be replaced in both directions.

Layout for Temporary and Permanent Striping

The alignment and layout of traffic stripes shall conform to Subsection 84-1.03, "Construction", of the Standard Specifications.

All alignments and layout measurements, and other work necessary to locate and replace traffic stripes and pavement markings shall be performed by the Contractor. The Town will not provide any assistance, information, or materials to the Contractor. It will be entirely the responsibility of the Contractor to perform all necessary pre-construction and construction layout work, obtain all necessary measurements and information, and prepare all plans for performing the striping and marking work as specified. All traffic control systems necessary for performing striping and marking as shown in the plans and directed by the Engineer shall be the responsibility of the Contractor.

The Contractor shall physically tie down the location of the beginning and ending of each paint or thermoplastic marking type in the adjacent curb top. The marking location shall not exceed 50 square inches each. Any locations exceeding this limit shall be removed by the Contractor prior to acceptance of the work. The Contractor shall contact the Town Engineer for review of tie downs.

The Contractor shall be responsible for accurately referencing out and replacing the lines and positions of all traffic lines, directional lines, arrows, and other markings in accordance with the plans and Town standard markings by cat tracking with painted marks. This shall occur no later than 2 hours behind the final surface course paving operation, or as approved by the Engineer.

Cat tracking shall consist of stretching a rope on a straight line between control points on tangent alignment and on a true arc through control points on curved alignment and placing spots of paint along the rope. Temporary tab markers shall be placed not more than 12' apart on curves nor more than 24' apart on straight segments.

Temporary tab markers shall be the same color as the traffic stripe that they are replacing, shall measure 2" tall by 3-1/2" wide, and have a reflective lens across the width of the marker.

Prior to application of permanent striping and markers, the Contractor shall call for review and approval of the proposed striping by the Town's Traffic Engineer or agent. The Town shall have the right to make changes in the location and alignment of line stripes. Striping and traffic markings shall not be applied until after approval is granted by the Traffic Engineer. The Contractor shall allow a minimum of 3 working days for review of the layout by the Town.

Pavement Stencils

The Contractor shall use stencils that conform to Caltrans Standard Plans and Details.

Painted Traffic Stripes and Pavement Markings

Traffic striping and pavement markings shall be applied as specified in Section 84-2.03C, "Application of Striping & Markings" of the 2018 Standard Specifications.

Pavement temperature shall be measured at the beginning of the shift on each working day and this information shall be provided to the Engineer.

Raised Pavement Markers (RPMs)

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

RPMs shall be placed to the line established by the Contractor and approved by the Engineer, which will consist of temporary painted line or new or existing stripes one for each line of markers.

All additional work necessary to establish satisfactory lines for RPMs shall be performed by the Contractor.

RPMs shall be cement to the pavement using a rapid set epoxy adhesive as specified in Section 95-1.02E, "Rapid Set Epoxy Adhesive for Placement Markers", of the Standard Specifications. At the option of the Contractor, a hot melt bituminous adhesive may be used as specified in Section 81-3.02D, "Hot Melt Bituminous Adhesive", of the Standard Specifications

The filler material used in bituminous adhesive shall be Type PC, Grade III, calcium carbonate complying with ASTM D1199, and shall conform to the gradations as specified in Section 81-3.02D.

Bituminous adhesive shall be heated indirectly in an applicator with continuous agitation or recirculation. Bituminous adhesive shall not be heated above the maximum safe heating temperature recommended by the manufacturer and shall not be applied at temperatures greater than 425°F nor less than 375°F.

Immediately after application of the adhesive, RPMs shall be placed in position and pressure applied until firm contact is made with the pavement.

Rubble Bars

Install per manufacture recommendations.

Schedule

Temporary tab markers shall be placed the same day that the existing traffic striping and markings are removed, and the same day that any new pavement surface is placed. Tabs shall be placed for all lane lines, centerlines, crosswalk, and limit lines obliterated as part of the Contractor's work. Tabs shall be the same color as the traffic stripe that they are replacing, and shall measure 2 inches tall by 3-1/2 inches wide, and have a reflective lens across the width of the marker. Temporary yellow marking tape shall be used to denote school crosswalks.

Permanent traffic striping and pavement markings including centerlines, lane lines, legends, crosswalks and limit lines shall be placed no earlier than 14 days and no later than 21 days after paving or surfacing, unless approved otherwise by the Engineer.

When utilizing hot melt bituminous adhesive, RPMs shall be placed after the surface has been open to traffic for at least 7 days. When utilizing epoxy adhesive, RPMs shall be placed after the surface has been open to traffic for at least 14 days. Regardless of which adhesive is utilized, RPMs shall not be placed more than 21 days after paving or surfacing.

Failure to comply with these requirements shall result in a liquidated damage of \$1,000 per day for each location that has not received temporary tab markers and marking tape, or permanent installation of the required traffic striping, pavement markings or RPMs. Multiple occurrences of liquidated damages per calendar day are not restricted.

Clean-up

Upon completion of installing of traffic striping, pavement markings, raised pavement markers, and curb paint, the Contractor shall thoroughly clean the work site of all waste, rubbish, construction debris, drips, over sprays, improper markings, tracked thermoplastic materials and curb markings, all of which shall be removed immediately from the pavement surface by methods approved by the Engineer.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

Measurement and Payment

The contract unit price paid for “**Install Blue RPM at Fire Hydrant**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in traffic stripes, pavement markings and pavement markers, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

The contract price paid per linear foot for “**Rumble Bars**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in traffic stripes, pavement markings and pavement markers, complete in place, RPM materials, and clean-up, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

The contract lump sum price paid for “**Traffic Striping & Pavement Markings (Paint)**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in traffic stripes, pavement markings and pavement markers, complete in place, including proper removal and disposal of thermoplastic materials, and clean-up, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

700-12 SHOULDER BACKING

General

This work shall consist of scarifying the existing shoulder material and placing additional material to bring the shoulder up to the new pavement surface as specified.

All such work shall conform to the Section 19-9, “Shoulder Backing”, of the Standard Specifications and these special provisions, the plans and standard details, and as directed by the Engineer.

Materials

Material for shoulder backing shall be crushed Class 2 aggregate subbase, Class 2 aggregate base, or a combination of the above; and shall conform to Sections 25 and 26 of the Standard Specifications.

Construction

The Contractor shall layout Shoulder Backing limits in the presence of the Town Engineer for acceptance prior to installation.

Installation

The existing shoulder shall be scarified sufficiently to provide bonding between the existing and new materials. The limit of scarification and new shoulder backing material shall be three (3) feet from the edge of the new pavement surface. Shoulder material shall be moisture conditioned, placed, shaped, and compacted such that the new shoulder material is firm and does not displace under longitudinal shoulder traffic. The surface elevation of the compacted shoulder backing shall match the new pavement surface.

Drainage Patterns

Existing roadside drainage patterns shall be maintained. Where unusual shoulder conditions not represented by the typical details are encountered, the Contractor shall notify the Engineer 24 hours in advance of shoulder work. The Engineer will specify the adjustments to be used to ensure that drainage patterns are maintained.

**MT-3023; MEASURE T STREET REHABILITATION AT VARIOUS LOCATIONS
TOWN OF YOUNTVILLE, CALIFORNIA**

Schedule

Shoulder backing shall start no sooner than three (3) calendar days and shall be completed no more than seven (7) calendar days after completion of the adjacent paving.

Measurement and Payment

Shoulder backing is measured along the pavement edge.

The contract price paid per linear foot for **“Install Shoulder Backing”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in shoulder backing, complete in place, including layout, removing objectionable material, scarifying existing shoulder, and placing, moisture conditioning, and compacting new shoulder backing material, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

700-13 FINAL CLEAN-UP

General

Before final inspection of the work, the Contractor shall clean the work areas and all occupied locations in connection with the work activities, of all rubbish, excess materials (including liquid asphalt), and equipment.

Prior to the final street sweeping, all sidewalks, curbs and gutters shall be thoroughly swept clean of all dirt, dust and foreign material. In addition, all USA markings and any curb markings used to facilitate paving and striping layout shall be removed.

All parts of the work shall be left in neat and presentable condition.

Measurement and Payment

Full compensation for **“Final Clean-up”** shall be considered as included in the contract prices paid for the various bid items of work involved and no additional compensation will be allowed therefore.