



**CITY OF ORLAND
GLENN COUNTY, CALIFORNIA**

**CONTRACT DOCUMENTS
FOR
6th STREET MAINTENANCE & REHABILITATION PROJECT**

APRIL, 2020

PREPARED BY:

 **RAR**
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SET NO. _____

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CERTIFICATE OF INSURANCE

NOTICE TO BIDDERS

1.00 NOTICE INVITING BIDS

Sealed bids will be received at City Hall, City of Orland, 815 Fourth Street, Orland, California, 95963 until 2:00 p.m., June 2, 2020. At that time, all bids will be publicly opened, examined and declared for construction of:

CITY OF ORLAND

6TH STREET MAINTENANCE AND REHABILITATION PROJECT

2.00 GENERAL WORK DESCRIPTION

The work to be done under this Contract consists of grinding existing striping, removing and replacing existing thermoplastic striping and pavement markers, and placing a chip seal and slurry seal on existing asphalt as shown on the plans.

Work shall be completed within 60 CALENDAR DAYS from the date of execution of the Contract by the Owner.

The Engineer's Estimate for this project is approximately \$440,000.

The contractor shall possess either a Class A license or a combination of Class C licenses which constitutes a majority of the work at the time this contract is awarded. The Contractor must be properly licensed as a contractor from contract award through contract acceptance.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Division 2, Part 7, Chapter 1 of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

No pre-bid meeting is scheduled for this project.

The contractor is to carefully examine the site of the proposed work, and is to make his or her own determination of the scope of the work to be performed, including but not limited to the soil conditions and/or groundwater conditions to be encountered in performing the work, and he or she is to carefully examine these Contract Documents.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions, submitted after bid opening, will not be treated as a bid protest. Bidders' inquiries may be presented to the City Engineer by phone at (530) 895-1422 or by U.S. Mail at 6th Street Rehabilitation Project, c/o Rolls Anderson & Rolls, 115 Yellowstone Drive, Chico, CA 95973.

3.00 BID SUBMITTAL REQUIREMENTS

Bids are required for the entire work described herein and no bid will be accepted unless it is made on forms furnished by the City of Orland. **To ensure consideration, the Bid must be enclosed in a sealed envelope, clearly marked BID which also bears the name of the project and the date and time set for opening of Bids.** Each Bid must be accompanied by cash, certified or cashier's check, or bidder's bond made payable to the City of Orland for an amount equal to ten percent (10%) of the amount bid, such guaranty to be forfeited should the bidder to whom the Contract is awarded fail to execute the Contract.

No Bid will be accepted from a Contractor who is not currently licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code. Subcontractors shall also be licensed as required by said code.

NOTICE TO BIDDERS

4.00 PREVAILING WAGES

Pursuant to Section 1773 of the Labor Code of the State of California, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at the City of Orland address and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

5.00 APPRENTICESHIP STANDARDS

In accordance with the provisions of Part 7, Chapter 1, Article 2, Section 1777.5 of the Labor Code of the State of California, the prime contractor shall be responsible for fully complying with the provisions of this Section, as well as any regulations adopted by the Director of Industrial Relations, for all apprenticeable crafts or trades, and shall also assure compliance by his or her sub-contractors with respect to such apprenticeable crafts or trades.

6.00 INSURANCE AND BONDS REQUIRED

The successful bidder to whom the Contract is awarded will be required to furnish appropriate insurance certificates as required by Section 4.00 of the General Conditions and the Special Conditions. He or she shall also furnish a Payment Bond in an amount equal to the total Contract amount and a Faithful Performance Bond in the amount equal to the total Contract amount, with a corporate surety approved by the City of Orland.

7.00 PAYMENT OF RETENTION AND SUBSTITUTION OF SECURITIES

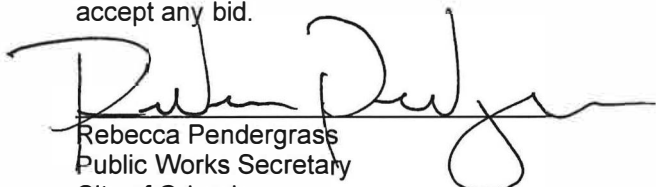
Five percent (5%) will be withheld from each progress payment made to the Contractor for work performed and will be held until completion of the work, its acceptance and the expiration of the period provided by law for filing of liens by laborers or materialmen. In accordance with the provisions of Public Contract Code Section 22300, securities may be substituted for any monies which the City may withhold pursuant to the terms of the Contract to insure performance.

8.00 BIDDER'S INFORMATION

Contract Documents, including Plans and Specifications, are available for inspection on the City of Orland's website: www.cityoforland.com; at the Valley Contractors Exchanges at 832 Richland Road, Yuba City, California, and 951 E. 8th Street, Chico, California; and Shasta Builders Exchange at 2990 Innsbruck Drive, Redding, California. Copies are available for purchase at the Public Works Department located in the City Hall, City of Orland, 815 Fourth Street, Orland, California; and Rolls, Anderson & Rolls, 115 Yellowstone Drive, Chico, California, (530) 895-1422, for a **NON-REFUNDABLE PAYMENT** of \$25.00 per set, plus \$10.00 mailing charge if mailing is requested.

9.00 BID AWARD

The Contract, if awarded, will be awarded within 30 days after the opening of Bids, to the lowest responsible bidder as determined by the City of Orland. The City reserves the right, in its sole discretion, to reject any and all bids for any reason whatsoever, or to waive minor irregularities in any bid, and to accept any bid.


Rebecca Pendergrass
Public Works Secretary
City of Orland

Date: 5/11/20

Publish Date: May 13, 2020
May 20, 2020

INSTRUCTIONS TO BIDDERS

1.00 INTRODUCTION

Each Bid shall be in accordance with the Contract Documents prepared by Rolls, Anderson & Rolls, 115 Yellowstone Drive, Chico, California, 95973. Contract Documents are available as specified in the Notice to Bidders.

2.00 DEFINITION OF TERMS

2.01 CONTRACT DOCUMENTS

The Contract Documents consist of the Notice to Bidders, Instructions to Bidders, Bidder's Signature, Contract, General Conditions, Supplemental General Conditions, Special Conditions, Technical Specifications, Appendices, Plans, and any Addenda.

2.02 CONTRACT

The Contract is the written agreement covering the performance of the work and the furnishing of labor, materials, tools, and equipment in the construction of the work. It includes supplemental agreements amending or extending the work contemplated and which may be required to complete the work agreements covering alterations, amendments or extensions to the Contract and includes Contract Change Orders.

2.03 OWNER, CONTRACTOR AND ENGINEER

The Owner, the Contractor and the Engineer are those mentioned as such in the Special Conditions. They are treated throughout the Contract Documents as if each were of the singular number and the masculine gender.

2.04 BIDDER

Any individual, firm, partnership, or corporation submitting a Bid for the work contemplated, acting directly or through a duly authorized representative.

2.05 BID

The offer of a Bidder for the work when made out and submitted on the prescribed Bid form, properly signed and guaranteed.

2.06 BID GUARANTEE

The cash, cashier's check, certified check or Bidder's Bond accompanying the Bid submitted by the Bidder, as a guarantee that the Bidder will enter into a Contract with the Owner for the performance of the work if the Contract is awarded to him.

2.07 EFFECTIVE DATE OF THE CONTRACT

The date on which the governing body or an authorized representative of the Owner awards the Contract.

2.08 DATE OF EXECUTION OF THE CONTRACT

The date on which the Contract is signed by the Owner's authorized representative.

2.09 DAYS

Unless otherwise specifically stated, the term "days" will be understood to mean calendar days.

2.10 WORK

The term "work" means all the work specified, indicated, shown or contemplated in the Contract Documents, including all alterations, amendments or extensions thereto made by Contract Change Order or other written orders of the Engineer.

2.11 SPECIFICATIONS

The term "specifications" refers to the terms, provisions and requirements contained herein and referred to as General Conditions, Special Conditions and Technical Specifications. Where Standard

INSTRUCTIONS TO BIDDERS

Specifications such as those of ASTM, AASHTO, etc., have been referred to, the applicable portions of such Standard Specifications shall become a part of these Contract Documents.

2.12 PLANS

The term "Plans" refers to the official Plans, profiles, cross sections, elevations, details and other working drawings and supplementary drawings, or reproductions thereof, signed by the Engineer, which show the location, character, dimensions, and details of the work to be performed. Plans may either be bound in the same book as the balance of the Contract Documents or bound in separate sets, and are a part of the Contract Documents regardless of the method of binding.

3.00 PREPARATION AND SUBMISSION OF BIDS

Bids must be submitted on the forms bound in the Contract Documents and must be "wet signed" by the Bidder or his authorized representative. Any corrections to the entries made on the Bid forms must be initialed by the person signing the Bid.

Bidders must bid on all items appearing on the Bid Item List, unless specific directions allow for partial bids. Failure to bid all items may disqualify the Bid. If bids on all items are not required, Bidders shall insert the words "No Bid" where appropriate. Alternate bids will not be considered unless specifically called for in the Bid.

Telegraphic Bids or facsimile Bids will not be considered. Modifications to Bids already submitted will be allowed if received in writing, by facsimile or by telegram prior to the time fixed in the Notice to Bidders for opening of Bids. Modifications shall be submitted as such, and shall not reveal the total amount of either the original or revised Bid.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Contract Documents. Signing the Bid shall also constitute signature of the Noncollusion Affidavit.

To insure consideration, the Bid should be enclosed in a sealed envelope, clearly marked **BID** which also bears the name of the project and the date and time set for opening Bids. The sealed envelope containing the Bid should be filed at the place and before the time set for opening of Bids. Bids received after the time indicated will be returned unopened.

4.00 WITHDRAWAL OF BIDS

Any bidder may withdraw his Bid, either personally or by facsimile, telegraphic or written request at any time prior to the scheduled closing time for receipt of bids. No bidder may withdraw his bid for a period of 30 days after the date set for opening. Negligence on the part of the bidder in preparing his bid shall not constitute a right to withdraw his bid subsequent to the bid opening.

5.00 BID GUARANTEE

Bids shall be accompanied by cash, certified check, cashier's check or "wet signed" Bidder's Bond made payable to the Owner. The bidder's bond shall conform to the bond form in these Contract Documents and shall be properly filled out and executed. The bidder's bond form included in these documents may be used. Facsimile copies of checks or executed Bidder's Bonds will not be accepted. The Bid Guarantee must be enclosed in the same envelope with the Bid. The amount of the Bid Guarantee shall not be less than 10 percent of the total amount of the Bid.

6.00 ADDENDA AND EXPLANATIONS TO BIDDERS

Any request for explanation or interpretation of the Contract Documents must be made in writing at least seven (7) days before the time set for opening of Bids. Any explanation or interpretation will be made in the form of Addenda to the Contract Documents and shall be furnished to all Bidders. Bidders shall submit signed copies of all Addenda with their Bids. Oral explanations and interpretations will not be binding.

INSTRUCTIONS TO BIDDERS

7.00 DISCREPANCIES

In case of discrepancies between unit prices and totals, unit prices will prevail. In case of discrepancy between words and figures, words will prevail.

8.00 ACCEPTANCE OR REJECTION OF BIDS

The Owner reserves the right to reject any or all Bids and to waive any informality in any Bid.

The award of Contract, if made, will be to the lowest responsible Bidder whose Bid complies with the requirements of the Contract Documents. The award, if made, will be made within 30 days after the opening of Bids. If the lowest responsible Bidder fails to sign and return the Contract with acceptable bonds and certificates of insurance, the Owner may award the Contract to the next lowest responsible Bidder.

9.00 CONTRACT BONDS

The successful Bidder shall furnish a Performance Bond in the amount of 100 percent of the total Contract amount and a Payment Bond in the amount of 100 percent of the total Contract amount.

10.00 EXECUTION OF CONTRACT

The effective date of the Contract shall be the date on which the governing body or an authorized representative of the Owner awards the Contract.

The Bidder whose Bid is accepted, and to whom the Contract is awarded, shall sign and return the Contract with acceptable bonds and certificates of insurance within 14 calendar days after receiving notice that the Contract has been awarded to him. Failure to do so shall be just cause for annulment of the award and for forfeiture of the Bid Guarantee.

Within seven (7) days after receiving the signed Contract with acceptable bonds, and evidence of satisfactory insurance, from the successful Bidder, the Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

11.00 RETURN OF BID GUARANTEES

Within 15 days after the award of the Contract, the Owner will return the Bid Guarantees, other than Bidder's Bonds, to all Bidders whose Bids are not to be further considered in awarding the Contract. Retained Bid Guarantees will be held until the Contract has been finally executed, after which all Bid Guarantees, other than Bidder's Bonds and any guarantees which have been forfeited, will be returned to the respective Bidders whose Bids they accompanied.



BID ITEM LIST

Item No.	Description	Approx. Quantity	Unit Price	Total Price
1.	Mobilization	Lump Sum	Not Applicable	\$
2.	Traffic Control	Lump Sum	Not Applicable	\$
3.	Clearing, grubbing, and demolition	Lump Sum	Not Applicable	\$
4.	Water Pollution Control	Lump Sum	Not Applicable	\$
5.	Type II Slurry Seal	39,428 SY	\$	\$
6.	Single Chip Seal	12,459 SY	\$	\$
7.	6" Yellow Thermoplastic Traffic Stripe	7,720 LF	\$	\$
8.	6" White Thermoplastic Traffic Stripe	13,725 LF	\$	\$
9.	Thermoplastic Pavement Marking	4,290 SF	\$	\$
10.	Two-Way Yellow Retroreflective Marker	607 EA	\$	\$
11.	One-Way Clear Retroreflective Marker	42 EA	\$	\$
12.	Two-Way Blue Retroreflective Marker	9 EA	\$	\$
TOTAL BID AMOUNT				\$

BID ITEM LIST



LIST OF SUBCONTRACTORS

Each Bidder shall list below the name and business address of each subcontractor who will perform work under this Contract in excess of one-half of one percent of the total amount shown in the Bid or \$10,000, whichever is greater, and shall also list the portion of the work which will be done by such subcontractor.

PORTION OF WORK (Bid Item No.)

SUBCONTRACTOR'S NAME AND ADDRESS

1. _____

2. _____

3. _____

4. _____

5. _____

LIST OF SUBCONTRACTORS

Each Bidder shall list below the name and business address of each subcontractor who will perform work under this Contract in excess of one-half of one percent of the total amount shown in the Bid or \$10,000, whichever is greater, and shall also list the portion of the work which will be done by such subcontractor.

PORTION OF WORK (Bid Item No.)

SUBCONTRACTOR'S NAME AND ADDRESS

6. _____

7. _____

8. _____

9. _____

10. _____

LABOR CERTIFICATION

[LABOR CODE SECTION 1861]

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

I, the undersigned, do hereby certify:

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.

Executed at _____

On _____.

I certify under penalty of perjury that the foregoing is true and correct.

Contractor-Employer



NONCOLLUSION AFFIDAVIT

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

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

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

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

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

Note: The above Noncollusion Affidavit is part of the bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.



BIDDER'S SIGNATURE

Accompanying this Bid is _____, (cash, cashier's check, certified check or Bidder's Bond) in the amount equal to at least 10 percent of the total amount of the Bid.

The names of all persons interested in the foregoing bid as principals are as follows:

IMPORTANT NOTICE

If Bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a copartnership, the true name of the firm shall be set forth below, together with the signature of the partners authorized to sign Contracts in behalf of the copartnership; and if Bidder is an individual, his signature shall be placed below. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the Owner prior to opening of Bids or submitted with the Bid; otherwise, the Bid will be disregarded as irregular and unauthorized.

The undersigned further declares that he is a licensed Contractor in the State of California, and that the license which he holds is of the class required to perform the specified work.

License No. _____ Classification(s) _____

ADDENDA - This Bid is submitted with respect to the changes to the contract documents included in addenda number(s) _____

(Fill in addenda numbers if addenda have been received and insert, in this Bid, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this Bid I certify that I have read and understand the clauses and certifications which are a part of this bid and that my signature shall constitute an endorsement and execution of those clauses and certifications. I further agree that in case of default in signing and returning the required Contract with necessary bonds within 14 days after receiving notice of award, the proceeds of the cash, check or bond accompanying the Bid shall be forfeited to the Owner.

Date: _____

Signature and Title of Bidder

Business Address: _____

Place of Business: _____

Place of Residence: _____

BIDDER'S SIGNATURE



BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED _____

_____ as Principal;

And _____ as Surety, are hereby

held and firmly bound unto _____

hereinafter called the Owner, in the sum of _____

_____ dollars (\$ _____), which sum is equal to at least 10 percent of the total amount of the Bid, payment of which sum, well and truly to be made, we hereby, jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and hereby made a part thereof, to enter into a Contract in writing, for the construction of:

CITY OF ORLAND

6TH STREET MAINTENANCE & REHABILITATION PROJECT

THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall sign and deliver a Contract, in the Form of Contract attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto (all completed in accordance with said Bid), and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

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 Owner may accept such Bid, and said Surety does hereby waive notice of any such extension.

BIDDER'S BOND

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative pursuant to authority of its governing body.

IN PRESENCE OF:

	_____ Individual Principal
_____ Address	_____ Business Address
_____	_____ Individual Principal
_____ Address	_____ Business Address

	_____ Corporate Principal
	_____ Business Address
_____	By _____ Affix Corporate Seal

ATTEST:

	_____ Corporate Surety
	_____ Business Address
	_____ Corporate Seal

The rate of premium on this bond is ___ per thousand.

Total amount of premium charged is \$ _____ .

FORM OF CONTRACT

THIS AGREEMENT, made and entered into on the date below written, by and between, **CITY OF ORLAND, CALIFORNIA, A MUNICIPAL CORPORATION**, 815 Fourth Street, Orland, California, 95963, hereinafter called the **OWNER**, and _____, hereinafter called the **CONTRACTOR**.

WITNESSETH, that, for the considerations hereinafter mentioned, the Owner and Contractor agree as follows:

ARTICLE I. The Contractor agrees to furnish all labor, materials, tools, and equipment and to perform all the work required to construct and complete in a good and workmanlike manner, and in strict accordance with the Contract Documents entitled:

**CONTRACT DOCUMENTS
FOR
6TH STREET MAINTENANCE & REHABILITATION PROJECT**

The Contract Documents have been prepared by *Rolls, Anderson & Rolls*, 115 Yellowstone Drive, Chico, California 95973, hereinafter called the Engineer, and are hereby incorporated in and made a part of this Contract.

ARTICLE II. The Owner agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, the following prices, and the Contractor agrees to receive and accept said following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement, and for all loss or damage arising out of the nature of the aforesaid work or from the action of the elements and from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Owner, and for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work, and for well and faithfully completing the work and the whole thereof in the manner and according to the Contract Documents and the requirements of the Engineer under it, to wit:

As shown on the Bid attached hereto and incorporated herein.

ARTICLE III. The Owner shall make payments on the account of the Contractor as specified in Article 6.00 of the General Conditions.

ARTICLE IV. The Contractor shall commence work within 15 days and shall diligently prosecute the same to completion within 60 calendar days after receipt of a Notice to Proceed from the Owner.

ARTICLE V. The Contractor shall guarantee all of his work against defective material or faulty workmanship for a period of one year after the date of acceptance of the work by the Owner.

The Contractor shall repair or replace to the satisfaction of the Engineer any or all such work that may prove defective in workmanship or materials within that period, ordinary wear and tear and unusual abuse or neglect excepted, together with any other work which may be damaged or displaced in so doing.

FORM OF CONTRACT

In the event of failure to comply with the above mentioned conditions within a reasonable time after being notified in writing, the Owner is authorized to have the defects repaired and made good at the expense of the Contractor who will pay the cost and charges therefore immediately upon demand.

The signing of the Contract by the Contractor shall constitute execution of the above guarantees.

ARTICLE VI. The Contractor specifically obligates himself and hereby agrees to protect, hold free and harmless, defend and indemnify the Owner, the Engineer and his consultants, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of actions, claims or judgments, including attorney's fees, which arise out of or are in any way connected with the Contractor's performance of his work under this Contract. To the extent legally permissible, this indemnity and hold harmless agreement by the Contractor shall apply to any acts or omissions, whether active or passive, on the part of the Contractor or his agents, employees, representatives, or subcontractors, or his subcontractor's agents, employees and representatives, resulting in liability irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may have also been a contributing factor to the liability.

As a further precaution toward this end, the Contractor shall procure and maintain, in full force and effect during the performance of the work contemplated hereunder, insurance in his favor and also in favor of the Owner, with an insurance carrier approved by the Owner, as specified in Article 4.00 of the General Conditions and in the Special Conditions.

ARTICLE VII. Contractor acknowledges that State Labor Law requires the payment of prevailing wages and the maintenance of certain payroll records and other requirements as specified in Article 5.00 of the General Conditions and the Labor Code. Contractor agrees that these requirements shall be incorporated into all of his subcontracts.

ARTICLE VIII. Neither party of the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due, or to become due to him hereunder, nor utilize any subcontractors, other than those set forth in the List of Subcontractors, without the previous written consent of the Owner.

ARTICLE IX. Contractor is an independent contractor in the performance of this contract and is not an employee or agent of the Owner. The Owner has no direct obligation to any officers, agents, employees or subcontractors of the Contractor and such individuals shall not be entitled to claim direct payment of salaries nor seek employment benefits from the Owner.

ARTICLE X. Contractor warrants that he is duly and properly licensed to perform and provide the services contemplated by this Contract. Contractor shall possess all required licenses, including a local business license and shall require subcontractors and suppliers to be similarly licensed with regard to performance under this Contract.

ARTICLE XI. The Contractor shall maintain records relating to his performance of this Contract which shall be available for audit and/or inspection for a period of three (3) years after Contractor completes performance of the Contract or the Contract is otherwise terminated.

ARTICLE XII. Any Notices given pursuant to this Contract must be in writing and given either by personal delivery or by United States Mail, postage prepaid, addressed as follows:

OWNER:

City of Orland
Attn.: Pete Carr
City Manager
815 Fourth Street
Orland, CA 95963

CONTRACTOR:

FORM OF CONTRACT

ARTICLE XIII. The Owner may terminate this Contract, without cause, upon giving of five (5) days written notice to Contractor. In the event of termination without cause, Contractor shall be compensated for services performed and materials furnished on an equitable basis through the date of termination.

ARTICLE XIV. California Law governs the interpretation and enforcement of this Contract.

ARTICLE XV. This Contract embodies the entire agreement between the parties. There are no oral agreements. No amendment to this Contract shall be valid unless in writing, executed by both parties to this Contract. The language of this Contract governs against any conflicting language or terms contained in any attachment, exhibit or scope of work.

ARTICLE XVI. Neither the acceptance of work nor payment for that work shall constitute a waiver of any provisions of this Contract. A waiver of any breach shall not constitute a waiver of any other provision or subsequent breach.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands on the date below written.

OWNER

Date

Pete Carr
City Manager
City of Orland

(City Seal)

Attest:

Angela Crook, City Clerk, City of Orland

CONTRACTOR

Date

Name

Title

Approved as to Form:

Company

Greg Einhorn, City Attorney
City of Orland



PERFORMANCE BOND

Whereas, The City Council of the City of _____, State of California, and _____ (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 20____, and identified as project _____, is hereby referred to and made a part hereof; and

Whereas, Said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, the principal and _____, as surety, are held and firmly bound unto the City of _____ (hereinafter called "City"), in the penal sum of _____ dollars (\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless _____, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

The surety's obligations to the City arise immediately upon the default of the principal, without demand or notice.

PERFORMANCE BOND

In the event the principal defaults in the performance of its obligations, the surety may elect, either directly or through appropriate contractors to perform in the place of the principal. If the surety elects to proceed in this fashion, it shall provide written notice of such election to the City within thirty (30) days after surety becomes aware of the principal's default. If the surety elects to complete the obligations of the principal (as opposed to paying money damages to the City occasioned by such breach) the surety shall cause the obligations of the principal to be performed as soon as is reasonably possible, but in no event later than nine (9) months following knowledge of the breach by the principal. In the event the surety elects to perform the principal's obligations, the City shall be entitled to compel the surety, by way of specific performance, to perform such obligations.

If the surety does not elect to perform the principals' obligations, the surety shall deposit with the City a sum equal to the cost of the uncompleted portion of the work which comprises the principal's obligation. The City's city engineer shall determine the estimated cost of the uncompleted portion of the work and the surety shall make such deposit with the City within five (5) days of receipt of the city engineer's estimate. The City shall not be required to expend any of its own funds to complete the work nor to incur "out-of-pocket" damages inasmuch as the City's damages are measured by the value of its unfulfilled right, namely the cost of completing the obligations of the principal by installing the bargained-for improvements. Upon deposit of the estimated cost of completion with the City, the City may proceed to bid the remainder of the work as a public project pursuant to the Public Contracts Code and the surety shall be obligated to continue to deposit such additional sums as may be necessary from time-to-time until the improvements are complete and accepted by the City or until the surety has exhausted the penal sum of the bond. Should the surety deposit more funds than are necessary to satisfy the principal's obligation, then the City shall refund any balance remaining upon final acceptance of the improvements. No interest shall be paid on any deposits made with the City.

Underwriting assumptions and cost estimates of the Surety shall not have any bearing, whatsoever, on the Surety's liability under this bond. By way of example, if, when making underwriting decisions regarding issuing this bond, a cost estimate was prepared regarding the principal's obligations to the City, the fact that an item was omitted from the cost estimate (which item was an obligation of the principal to the City), shall in no way defeat or diminish the Surety's obligation to the City with respect to this omitted item. By way of further example, if the underwriting decision to issue this bond included a cost estimate of items and a particular item was estimated at a cost significantly less than the amount actually required to perform such item, this fact shall in no way defeat or diminish the Surety's obligation to the City. Namely, the Surety shall be obligated, to the full amount of the penal sum of the bond, with respect to all matters which are the principal's obligation to the City, whether such items are actually included in any cost estimate (or if so included, are estimated at a cost far less than the actual cost to perform such items). Likewise, the adequacy and amount of any premium (and whether or not such premium was sufficient for

PERFORMANCE BOND

the risk assumed by Surety) shall have no bearing on Surety's absolute and unconditional obligation to the City upon the principal's default of its obligations under this bond.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on _____, 20____.

ATTEST:

	_____ Principal
	By _____
_____ (Principal Secretary)	
_____ (Witness as to Principal)	_____ (Address)
_____ (Address)	

ATTEST:

	_____ Surety
	By _____
_____ (Surety Secretary)	_____ Attorney-in-Fact
_____ (Witness as to Surety)	_____ (Address)

NOTE: If Contractor is a Partnership, all partners should execute the bond.



PAYMENT BOND

Whereas, The City Council of the City of _____, State of California, and _____ (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 20____, and identified as project _____, is hereby referred to and made a part hereof; and

Whereas, Under the terms of the agreement, the principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of _____ to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

Now, therefore, the principal and the undersigned as corporate surety, are held firmly bound unto the City of _____ and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of _____ dollars (\$_____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county (or city) in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

PAYMENT BOND

In witness whereof, this instrument has been duly executed by the principal and surety above named, on _____, 20____ .

ATTEST:

	_____ Principal
	By _____
_____ (Principal Secretary)	
_____ (Witness as to Principal)	_____ (Address)
_____ (Address)	
<hr/>	

ATTEST:

	_____ Surety
	By _____
_____ (Surety Secretary)	_____ Attorney-in-Fact
_____ (Witness as to Surety)	_____ (Address)
<hr/>	

NOTE: If Contractor is a Partnership, all partners should execute the bond

1.00 SCOPE OF THE WORK

1.01 INTENT

The intent of the Plans and Specifications is to prescribe the details for the construction and completion of the work which the Contractor undertakes to perform in accordance with the terms of the Contract Documents. Where the Plans or Specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the Contract in a satisfactory and workmanlike manner.

1.02 CHANGES IN THE WORK

The Owner reserves the right to make changes in the work, including alterations, additions, deductions and omissions, and to require extra work, all as may be deemed necessary by the Engineer. All such changes will be done under Contract Change Order which shall set forth the work to be done or the changes to be made, the value of the work or the method by which it will be determined and the change, if any, in the time of completion of the work.

The value of any such extra work or change shall be determined in one or more of the following ways:

- (a) By unit prices named in the Contract or subsequently agreed upon.
- (b) By estimate and acceptance in an agreed upon lump sum.
- (c) By Force Account as provided for in Section 6.04.

If none of the above methods is agreed on, or if the work is to be done by Force Account, the Contractor shall keep and present in the form prescribed in Section 6.05 a correct account of the net cost of the labor and materials actually incorporated in the work.

Upon receipt of a Contract Change Order, the Contractor shall proceed with the ordered work. If ordered in writing by the Engineer, the Contractor shall proceed with the work so ordered prior to actual receipt of a Contract Change Order. A Contract Change Order executed by the Contractor and approved by the Engineer is an executed Contract Change Order as that term is used in Section 1.03 through 1.05.

A Contract Change Order may be issued to the Contractor at any time. Should the Contractor disagree with any terms or conditions set forth in a Contract Change Order which he has not executed, he shall submit a written protest to the Engineer within 15 days after the receipt of such Contract Change Order. The protest shall state the points of disagreement, Specification references, and, if possible, the quantities and cost involved. If a written protest is not submitted, payment will be made as set forth in the Contract Change Order and such payment shall constitute full compensation for all work included therein or required thereby. Such unprotested Contract Change Orders will be considered as executed Contract Change Orders as that term is used in Section 1.03 through 1.05.

Where the protest concerning a Contract Change Order relates to compensation, the compensation payable for all work specified or required by said Contract Change Order to which such protest relates will be determined as provided in Section 1.03 through 1.05. The Contractor shall keep full and complete records of the cost of such work and shall permit the Engineer to have access thereto as may be necessary to assist in the determination of the compensation payable for such work.

Where the protest concerning a Contract Change Order relates to the adjustment of time of completion of the work, the time to be allowed therefore will be determined as provided in Section 2.03.

1.03 INCREASED OR DECREASED QUANTITIES

Increases or decreases in the quantity of a Contract item of work will be determined by comparing the total pay quantity of such item of work with the quantity shown in the Proposal for the same item of work.

GENERAL CONDITIONS

If the total pay quantity of any item of work required under the Contract varies from the Proposal quantity therefore by 25 percent or less, payment will be made for the quantity of work performed at the Contract unit price, unless eligible for adjustment pursuant to Section 1.04.

If the total pay quantity of any item of work required under the Contract varies from the Proposal quantity therefore by more than 25 percent, in the absence of an executed Contract Change Order specifying the compensation to be paid, the compensation payable to the Contractor will be determined in accordance with Section 1.03A, 1.03B, or 1.03C herein, as the case may be.

1.03A INCREASE OF MORE THAN 25 PERCENT

Should the total pay quantity of any item of work under the Contract exceed the Proposal quantity by more than 25 percent, the work in excess of 125 percent of the Proposal quantity (if not covered by an executed Contract Change Order specifying the compensation) will be paid for by adjusting the Contract unit price, or at the option of the Engineer, payment for the work involved in such excess will be made on the basis of Force Account as provided in Section 6.04.

The Contractor's fixed costs which have been distributed over the Proposal quantity will be deemed to have been recovered by the Contractor from the payments made for 125 percent of the Proposal quantity, and will be excluded from the adjusted unit price.

1.03B DECREASES OF MORE THAN 25 PERCENT

Should the total pay quantity of any item of work under the Contract be less than 75 percent of the Proposal quantity, the quantity performed (unless covered by an executed Contract Change Order specifying the compensation) will be paid for by adjusting the Contract unit price, or at the option of the Engineer, payment for the quantity of the work of such item performed will be made on the basis of Force Account as provided in Section 6.04.

The Contractor's fixed costs which have been distributed over the Proposal quantity will be redistributed over the pay quantity in determining the adjusted unit price.

The total payment for the final quantity of such item of work will in no case exceed the payment which would be made for the performance of 75 percent of the Proposal quantity at the original Contract unit price.

1.03C DELETED ITEMS

Should any Contract item of work be deleted in its entirety (in the absence of an executed Contract Change Order covering the deletion), payment will be made to the Contractor for actual and direct costs, excluding overhead and profit, incurred prior to the date of notification in writing by the Engineer of the deletion, except as provided for costs of handling materials.

If acceptable material is ordered by the Contractor for the deleted item prior to the date of notification of the deletion by the Engineer, and if orders for such material cannot be canceled, it will be paid for at the actual cost to the Contractor, excluding overhead and profit. In such case, the material paid for shall become the property of the Owner and the cost of any further handling will be paid for as extra work as provided in Section 1.05. If the material is returnable to the vendor and if the Engineer so directs, the material shall be returned and the Contractor will be paid for charges made by the vendor for returning the material, excluding any markup for overhead and profit to the Contractor. The cost of handling returned material will be paid for as extra work as provided in Section 1.05.

1.04 CHANGES IN CHARACTER OF WORK

If an ordered change in the Plans or Specifications materially changes the character of the work of a Contract item from that on which the Contractor based his Proposal price, and increases or decreases the actual unit cost of the changed item, an adjustment in compensation therefore will be made. Any such adjustment will apply only to the portion of the work of said item actually changed in character. At the option of the Engineer, the work of said item or portion of said item which is changed in character will be paid for by Force Account as provided in Section 6.04.

GENERAL CONDITIONS

Failure of the Engineer to recognize a change in character of the work at the time the Contract Change Order is issued shall in no way be construed as relieving the Contractor of his duty and responsibility of filing a written protest within the 15-day limit.

1.05 HAZARDOUS MATERIALS

Contracts for excavations deeper than four feet are subject to the provisions of Public Contracts Code Section 7104, which addresses the discovery of hazardous materials in connection with any excavation which may be required. That section provides:

1.05A That the Contractor shall promptly, and before the following conditions are disturbed, notify the Owner, in writing, of any:

1.05A(1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

1.05A(2) Subsurface or latent physical conditions at the site differing from those indicated.

1.05A(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.

1.05B That the Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a Contract Change Order under the procedures described in the Contract.

1.05C That, in the event that a dispute arises between the Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

1.06 EXTRA WORK

New and unforeseen work will be classed as extra work when determined by the Engineer that such work is not covered by any of the various items for which there is a Contract price or by combinations of such items. In the event portions of such work are determined by the Engineer to be covered by some of the various items for which there is a Contract price or combination of such items, the remaining portion of such work will be classed as extra work. Extra work also includes work specifically designated as extra work in the Plans or Specifications.

The Contractor shall do such extra work and furnish material and equipment therefore upon receipt of a Contract Change Order or other written order from the Engineer, and without a Contract Change Order or other written order of the Engineer, he shall not be entitled to payment for such extra work. Where such extra work is ordered by a written order other than a Contract Change Order, the Engineer will, as soon as practicable, issue a Contract Change Order. The provisions in Section 1.02 shall be fully applicable to the subsequently issued Contract Change Order. Payment for extra work required to be performed pursuant to the provisions of this section, in the absence of an executed Contract Change Order, will be made by Force Account as provided in Section 6.04, or as agreed to by the Contractor and the Engineer.

1.07 GUARANTEE

The Contractor shall guarantee all of his work against defective material or faulty workmanship for a period of one year after the date of acceptance of the work by the Owner.

GENERAL CONDITIONS

The Contractor shall repair or replace to the satisfaction of the Engineer any or all such work that may prove defective in workmanship or materials within that period, ordinary wear and tear and unusual abuse or neglect excepted, together with any other work which may be damaged or displaced in so doing.

In the event of failure to comply with the above mentioned conditions within a reasonable time after being notified in writing, the Owner is authorized to have the defects repaired and made good at the expense of the Contractor who will pay the cost and charges therefore immediately upon demand.

The signing of the Contract by the Contractor shall constitute execution of the above guarantees. The Contract Performance Bond shall remain in full effect during the guarantee period and will not be released until the expiration of such period.

2.00 PROGRESS AND COMPLETION OF THE WORK

2.01 PROGRESS OF THE WORK AND TIME OF COMPLETION

The Contractor shall begin work within 15 days after the date of execution of the Contract by the Owner. He shall diligently prosecute the same to completion within the number of days set forth in the Special Conditions.

2.02 LIQUIDATED DAMAGES

It is agreed by the parties of the Contract that in case all work called for under the Contract is not completed within the number of days specified in the Special Conditions, damage will be sustained by the Owner; and it is further agreed that it is, and will be, impractical and extremely difficult to ascertain and determine the actual damage which the Owner will sustain by the delay. It is therefore agreed that the Contractor will pay to the Owner the sum specified in the Special Conditions for each and every day's delay in finishing the work. The Contractor agrees to pay said liquidated damages and further agrees that the Owner may deduct the amount thereof from the monies due or to become due the Contractor under this Contract.

It is further agreed that if the work called for under the Contract is not completed within the number of days specified in the Special Conditions, the Owner shall have the right to increase the number of days or not, as he decides will best serve his interest. If the Owner decides to increase the number of days, he shall further have the right to charge the Contractor, his heirs, assigns, or sureties, and to deduct from the final payment for the work, all or any part, as he may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the Contract and which accrue during the period of such extension, except that the cost of final surveys and preparation of the final estimate shall not be included in such charges.

2.03 DELAYS AND EXTENSIONS OF TIME

The Contractor will be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering, inspection, superintendence and other overhead expenses during any delay beyond the time named for the completion of the work caused by an act of God or by the public enemy, acts of the Owner, fire, floods, epidemics, quarantine restrictions, strikes, unusual shortage of materials and freight embargoes. In the event of such delay, the Contractor shall notify the Engineer in writing of the causes of delay within 10 days from the beginning of such delay, and his findings thereon shall be final.

2.04 PROGRESS SCHEDULE AND ORDER OF COMPLETION

Within 10 days after execution of the Contract, the Contractor shall submit to the Engineer a progress schedule showing a breakdown of the work into at least all of its major items, and showing the proposed dates of starting and completing these items of work. This schedule shall also conform to the requirements for completion of portions of the work as may be specified in the Special Conditions. The Contractor shall review and, if necessary, revise the progress schedule at least once a month and in any event shall submit a current schedule to the Engineer at his request at any time during the Contract period.

GENERAL CONDITIONS

3.00 CONTROL OF THE WORK

3.01 ASSIGNMENT

Neither party of the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due, or to become due to him hereunder, without the previous written consent of the Owner.

3.01A ANTITRUST CLAIMS ASSIGNMENT

To the extent this Contract constitutes a contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the Owner 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. Section 15) or under the 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 the subcontract. This assignment is made and becomes effective at the time the Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

3.02 RIGHTS OF VARIOUS INTERESTS

Wherever work being done by the Owner's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer, to secure the completion of the various portions of the work in general harmony.

3.03 SEPARATE CONTRACTS

The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

If any part of the Contractor's work depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable. His failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work except as to defects which may later develop in the other contractor's work. In addition, the Contractor shall measure work already in place and shall immediately report to the Engineer any discrepancy between the executed work and that shown on the Plans.

3.04 SUBCONTRACTS

No subcontractor will be recognized as such, and all persons engaged in the work will be considered as employees of the Contractor and he will be held responsible for their work, which shall be subject to the provisions of the Contract Documents. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner.

3.05 CONTRACT DOCUMENTS

The various parts of the Contract Documents, as defined in the Instructions to Bidders, are complementary and a requirement stated in one is as binding as though stated in all. They are intended to be cooperative and to describe and provide for a complete work.

In the event of conflict between the Instructions to Bidders and the Special Conditions, the Special Conditions shall govern. In the event of conflict between the General Conditions and the Special Conditions, the Special Conditions shall govern. In the event of conflict between the Plans and the Technical Specifications, the Technical Specifications shall govern, except that where items are shown on the Plans and are not specifically included in the Technical Specifications, the Plans shall govern.

3.06 ENGINEER'S AUTHORITY

The Engineer is the representative of the Owner and has full authority to interpret the Contract Documents, to enforce the requirements thereof and to decide questions which arise during the course of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the

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proper execution of the Contract. He shall also have authority to reject all work and materials which do not conform to the Contract Documents.

If at any time before the commencement or during the progress of the work, tools, plant or equipment appear to the Engineer to be insufficient, inefficient, or inappropriate to secure the quality of work required or the proper rate of progress, the Engineer may order the Contractor to increase their efficiency, or to improve their character, or to augment their number, or to substitute new tools, plant or equipment as the case may be, and the Contractor must conform to such order; but the failure of the Engineer to demand such increase of efficiency, number, or improvement shall not relieve the Contractor of his obligation to secure the quality of work and the rate of progress necessary to complete the work in accordance with the Contract Documents.

In giving instructions, the Engineer shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purpose of the work.

3.07 INSPECTION OF WORK

The Engineer and his representatives shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. If the Specifications or the Engineer's instructions require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection. Inspection by the Engineer will be made promptly. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination at the Contractor's expense.

The inspection of the work or materials shall not relieve the Contractor of any of his obligations to fulfill his Contract as prescribed. Work and materials not meeting such requirements shall be made good and unsuitable work or materials may be rejected, notwithstanding that such work or materials may have been previously inspected by the Engineer or that payment therefore has been included in a progress estimate.

Re-examination of questioned work may be ordered by the Engineer and if so ordered, the work must be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the Owner will pay the cost of re-examination and replacement. If such work is not found to be in accordance with the Contract Documents, the Contractor shall pay such cost.

Projects financed in whole or in part with State or federal funds shall be subject to inspection at all times by the State or federal agency involved. Where any part of the work is being done under an encroachment permit or building permit, or is subject to State, County or municipal codes, laws or ordinances, representatives of the governing agency shall have full access to the work and shall be allowed to make any inspection or tests in accordance with such permits, codes, laws or ordinances. If advance notice of the readiness of the work for inspection by the governing agency is required, the Contractor shall furnish such notice to the appropriate agency.

3.08 SUPERINTENDENCE

The Contractor shall designate in writing before starting work, an authorized representative who shall have complete authority to represent and to act for the Contractor. Said authorized representative shall be present at the site of the work at all times while work is actually in progress on the Contract. During periods when work is suspended, arrangements acceptable to the Engineer shall be made for any emergency work which may be required.

Whenever the Contractor or his authorized representative is not present on any particular part of the work where it may be desired to give direction, orders will be given by the Engineer, which shall be received and obeyed by the superintendent or foreman who may have charge of the particular work in reference to which the orders are given.

Any order given by the Engineer, not otherwise required by the Contract Documents to be in writing will, on request of the Contractor, be given or confirmed by the Engineer in writing.

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3.09 CHARACTER OF WORKMEN

If any subcontractor or person employed by the Contractor shall fail or refuse to carry out the directions of the Engineer or shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, he shall be removed immediately on the requisition of the Engineer, and such person shall not again be employed on the work.

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

Neither party shall employ or hire any employee of the other party without his consent.

3.10 PLANS, SPECIFICATIONS AND INSTRUCTIONS

Unless otherwise provided in the Special Conditions, the Engineer will furnish to the Contractor, free of charge, all copies of Plans and Specifications reasonably necessary for the execution of the work. He will also furnish with reasonable promptness additional instructions, either as supplemental drawings or otherwise, as may be necessary for the proper execution of the work. The Contractor shall keep one copy of all Plans and Specifications, including any Addenda and Contract Change Orders, on the work in good order available to the Engineer and his representatives.

Should the Contractor be in doubt as to the meaning of any provision in the Plans and Specifications, or should he find any errors or omissions therein, or should he find any errors or omissions in the layout or staking, he shall immediately notify the Engineer. The Engineer will promptly investigate and will furnish the Contractor with any additional instructions as may be required.

Unless otherwise noted in the Special Conditions, upon completion of all Contract work, the Contractor shall provide the Engineer with one complete set of Plans and Specifications with all "As Built" changes or modifications marked and annotated.

3.11 CONSTRUCTION STAKING

Unless otherwise noted in the Special Conditions, the Engineer will set such construction stakes and marks as he determines are necessary to establish the lines and grades required for the completion of the work specified in the Contract Documents. Whenever the Contractor requires construction stakes, he shall notify the Engineer of his requirements at least three days in advance of starting operations that require such stakes.

Stakes and marks set by the Engineer shall be carefully preserved by the Contractor. In case such stakes or marks are destroyed or damaged, they will be replaced at the Engineer's earliest convenience. The Contractor shall be charged for the cost of replacing or restoring stakes and marks which are destroyed or damaged by his operations. This charge will be deducted from any monies due or to become due to the Contractor under the Contract.

3.12 PERMITS AND REGULATIONS

Permits and licenses of a temporary nature necessary for the prosecution of the work shall be obtained by the Contractor at his expense. Unless otherwise specified in the Special Conditions, permits and licenses for permanent structures or permanent changes in existing facilities will be secured and paid for by the Owner. Copies of any permits and licenses which are obtained by the Owner will be on file at his office and will be available for inspection by the Contractor. The Contractor shall acquaint himself with, and abide by, any requirements of these documents. The Contractor shall obtain any supplemental agreements or bonds required by any encroachment permit, and he shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work. If the Contractor observes that the Plans and Specifications are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in the Contract Documents for changes in the work. If the Contractor performs any work, knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he shall bear all costs arising therefrom.

3.13 LANDS FOR WORK

The Owner shall provide the lands, easements and rights-of-way upon which the work under this Contract is to be done. Unless he specifically makes other arrangements, the Contractor shall confine his operations to the limits of the Owner's land and to the limits of the easements and rights-of-way. The Contractor shall provide land required for the erection of temporary construction facilities and storage of his material.

3.14 SUSPENSION OF WORK

The Owner may at any time suspend the work, or any part thereof, by giving one day's notice to the Contractor in writing. The work shall be resumed by the Contractor within 10 days after the date fixed in the written notice from the Owner to the Contractor to do so. The Owner will reimburse the Contractor for expense incurred by the Contractor in connection with the work under this Contract as a result of such suspension, except that no reimbursement will be made if the suspension is due to non-conformance with the Contract Documents on the part of the Contractor. If the work or any part thereof shall be stopped by notice in writing, and if the Owner does not give notice in writing to the Contractor to resume work within 30 days of the date fixed in written notice to suspend, the Contractor may abandon the suspended portion of the work and will be entitled to payment for all work acceptably done on the abandoned portions.

3.15 THE OWNER'S RIGHT TO DO WORK

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of the Contract, the Owner, after 3 days' written notice to the Contractor, may, without prejudice to any other course of action he may have, perform or have performed by other forces, all or any portion of the work and may deduct the cost thereof from the monies due or to become due the Contractor under this Contract.

3.16 THE OWNER'S RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjudged bankrupt, or should make a general assignment for the benefit of his creditors, or if a receiver should be appointed because of his insolvency, or if he should persistently or repeatedly refuse or should fail to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or for materials or labor, or persistently disregard laws, ordinances or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner, upon the certification of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor 7 day's written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price exceeds the expenses of finishing the work, including compensation for all attributable administrative costs and for damages incurred through the Contractor's default, such excess shall be paid to the Contractor. If such expenses exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expenses incurred by the Owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Engineer.

3.17 REMOVAL OF EQUIPMENT

In the case of annulment of this Contract before completion for any cause, the Contractor, if notified to do so by the Owner, shall promptly remove any part or all of his equipment and supplies from the Owner's property. If not promptly done, the Owner shall have the right to remove such equipment and supplies at the expense of the Contractor.

3.18 CORRECTION OF WORK

The Contractor shall promptly remove from the premises all materials condemned by the Engineer as failing to conform to the Contract Documents whether incorporated in the work or not. The Contractor shall, at his own expense, promptly replace such materials and perform all work made necessary by such replacement, including making good all work of others destroyed or damaged by such removal or replacement.

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If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the Owner may remove and store the material at the expense of the Contractor. If the Contractor does not pay for the expense of the removal within 10 days' time thereafter, the Owner may, upon 10 days' written notice, sell such materials at auction or at private sales and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

3.19 DEDUCTIONS FOR UNCORRECTED WORK

If the Engineer deems it inexpedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the Contract price shall be made therefore.

3.20 USE OF COMPLETED PORTIONS

The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions may not have expired, but taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to extra compensation, or extension of time or both, as the Engineer may determine.

3.21 CONTRACTOR CLAIMS

Appropriate claims shall be submitted and reviewed in accordance with Section 20104 of the Public Contracts Code. For any claim subject to this Section, the following requirements apply:

3.21A The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided in the Contract for the filing of claims.

3.21B(1) For claims of less than fifty thousand dollars (\$50,000), the Owner shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the Owner may have against the Contractor.

3.21B(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the Owner and the Contractor.

3.21B(3) The Owner's written response to the claim, as further documented, shall be submitted to the Contractor within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

3.21C(1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the Owner shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the Owner may have against the Contractor.

3.21C(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the Owner and the Contractor.

3.21C(3) The Owner's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.21D If the Contractor disputes the Owner's written response, or the Owner fails to respond within the time prescribed, the Contractor may so notify the Owner, in writing, either within 15 days of receipt of the

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Owner's response or within 15 days of the Owner's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.

3.21E Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

3.21F This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

It is hereby mutually agreed that the Contractor shall not be entitled to payment of additional compensation for any cause, including any act or failure to act by the Engineer, or of any event, thing or occurrence, unless he shall have given the Engineer due written notice of potential claim, provided however, that compliance with this Section shall not be a prerequisite as to matters within the scope of the protest provisions in Section 1.02, nor to any claim which is based on differences in measurements or errors of computation of Contract quantities.

The 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. The required notice must have been given to the Engineer prior to the time the Contractor 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 15 days after the event, thing or occurrence giving rise to the potential claim.

In the event of an emergency endangering life or property, the Contractor shall act as stated in Section 4.04, and after execution of the emergency work, shall present an accounting of labor, materials, and equipment in connection therewith. The procedure for any payment that may be due for emergency work will be as specified in Section 1.02.

The Engineer shall, within a reasonable time after their presentation to him, state his decisions in writing on all claims of the Owner or the Contractor. All such decisions of the Engineer shall be final.

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

3.22 CLEANING UP

The Contractor shall, at his own expense, promptly remove from the Owner's property, and from all other lands affected by his work, all temporary structures, rubbish and waste materials resulting from his operations. He shall leave such lands in a neat and orderly condition which is at least as good as the condition prior to his operations.

4.00 INSURANCE AND LIABILITY

4.01 CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall maintain insurance to protect him from claims under workman's compensation acts and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract, whether such operations are controlled by him, a subcontractor or by anyone directly or indirectly employed by either of them. The Owner shall be named as coinsured in all such insurance policies and the coverage shall include concurrent negligence of the Owner or his agents, employees, or representatives whether such concurrent negligence be active or passive, including specifically any liability based upon a violation of any non-delegable duties. Certificates of insurance and the certificate required by Labor Code Section 1861 shall be filed with the Engineer prior to commencing the work, and shall be subject to his approval for adequacy of protection.

The Contractor specifically obligates himself and hereby agrees to protect, hold free and harmless, defend and indemnify the Owner, the Engineer and his consultants, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of actions, claims or judgments, including attorney's fees, which arise out of or are in any way connected with the Contractor's performance of his work under this Contract. To the extent legally permissible, this indemnity and hold harmless agreement by the Contractor shall apply to any acts or omissions, whether active or passive, on the part of the Contractor or his agents, employees, representatives, or subcontractors, or his subcontractor's agents, employees and representatives, resulting in liability irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may have also been a contributing factor to the liability.

As a further precaution toward this end, the Contractor shall procure and maintain, in full force and effect during the performance of the work contemplated thereunder, insurance in his favor and also in favor of the Owner, with an insurance carrier approved by the Owner, as follows:

Liability for Personal Injury or Property Damage in the amount of \$1,000,000.00 for any occurrence.

The Contractor shall, before the commencement of the work, take out and maintain in full force and effect, compensation insurance with an insurance carrier or carriers under an insurance policy or policies, satisfactory to the Owner covering his full liability under the "Worker's Compensation Insurance and Safety Act" of the State of California to any employee who may be injured during the course of said work and to the dependents of any employee who may be killed during the course of said work.

Such policy or policies shall expressly provide therein that they shall not be canceled by the insurer until 10 days after written notice of the intended cancellation thereof shall have first been given to the Owner by the insurer.

The Contractor shall file with the Owner, immediately after the signing of the Contract, certificates of all insurance. These certificates shall be fully executed and shall state that the policies cannot be canceled until 10 days after written notification of such intent of cancellation has been given to the Owner. All policies shall be with Insurance Companies acceptable to the Owner.

In case of the breach of any provision of this Section, the Owner may take out and maintain at the expense of the Contractor such insurance as the Owner may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Contract.

4.02 FIRE INSURANCE

The Contractor shall take out and maintain fire insurance on the entire structure on which work under this Contract is to be done. This insurance will be in the amount of 100 percent of the insurable value of the structure, including items of labor and materials during construction, and 100 percent of the insurable value of the completed structure. The coverage shall be maintained by the Contractor until final acceptance of the work by the Owner.

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The loss, if any, is to be made adjustable with and payable to the Owner as Trustee for whom it may concern, except in cases which require payment of all or a portion of said insurance to be made to a mortgagee as his interest may appear.

The Contractor, on his written request, shall be named jointly with the Owner in all policies, all of which shall be open to his inspection. If the Owner fails to show them on request, or if he fails to effect or maintain as above, the Contractor may insure his own interests and charge the cost thereof to the Owner. If the Contractor is damaged by failure of the Owner to maintain such insurance, he may recover as stipulated in the Contract for recovery of damages.

The Trustee shall deposit any money received from insurance in an account separate from all his other funds and he shall distribute it in accordance with such agreement as the parties in interest may reach. If after loss no special agreement is made, replacement of injured work shall be ordered and executed as provided for under changes in the work.

The Trustee shall have power to adjust and settle any loss with the insurers unless the Contractor shall object in writing within 3 days of the occurrence of loss, and thereupon arbitrators shall be chosen. The Trustee shall in that case make settlement with the insurers in accordance with the directions of the arbitrators, who shall also, if distribution by arbitration is required, direct such distribution.

EXCLUSION: This insurance does not cover any tools owned by mechanics, any tools, equipment, scaffoldings, stagings, towers, or supplies, and any temporary structures erected for the Contractor's operations.

4.03 PRESERVATION OF PROPERTY

The Contractor shall take whatever precautions necessary to prevent damage to all existing improvements, including aboveground and underground utilities, trees and shrubbery that are not specifically shown to be removed, fences, signs, mail boxes, survey markers and monuments, building and structures, the Owner's property, adjacent property and any other improvements or facilities within or adjacent to the work. If such improvements or property are injured or damaged by the Contractor's operations, they shall be replaced or restored, at the Contractor's expense, to a condition at least as good as the condition prior to the start of the Contractor's operations.

The Contractor shall examine all bridges, culverts, and other structures over which he will move his materials and equipment, and before using them, he shall properly strengthen such structures, where necessary. The Contractor will be held responsible for any and all injury or damage to such structures caused by his operations.

The fact that any pipe or other underground facility is not shown, or not accurately shown on the Plans, shall not relieve the Contractor of his responsibility under this Section. It shall be the Contractor's responsibility to ascertain the existence of any underground improvements or facilities which may be subject to damage by his operations.

4.04 PROTECTION OF WORK

The Contractor shall continuously maintain adequate protection of all his work from damage. He shall make good any such damage, injury or loss, except as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property as provided by law and the Contract Documents. He shall provide and maintain all passage-ways, guard fences, lights and other facilities for protection required by public authority or local conditions.

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act at his discretion to prevent such threatened loss or injury, and he shall so act without appeal if so instructed or authorized. Any compensation claimed by the Contractor for emergency work shall be determined as specified under Section 1.02.

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4.05 PUBLIC SAFETY

The Contractor shall be responsible for furnishing and maintaining all flagmen, warning signs, barricades, emergency lighting, shoring, etc. necessary to protect the public and workmen employed on the project. Safety provisions shall conform to all applicable federal, State, County and local laws, ordinances and codes and, in particular, to the rules and regulations established by OSHA and the California Division of Industrial Safety.

4.06 ACCIDENTS

The Contractor shall provide at the site such equipment and medical facilities as are necessary to give first-aid service to anyone who may be injured.

The Contractor must promptly report in writing to the Engineer all accidents arising from or in connection with the performance of the work on or adjacent to the site, giving full details and statements of witnesses. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Engineer and the Owner.

If any claim is made against the Contractor or any subcontractor because of any accident, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.

5.00 LABOR AND MATERIALS

5.01 HOURS OF LABOR

The Contractor shall forfeit, as penalty to the Owner, \$25.00 for each workman employed in the execution of the Contract by him, or by any subcontractor under him, for each calendar day any workman is required or permitted to labor more than 8 hours in violation of the provisions of the Labor Code and in particular, Section 1810 to Section 1817 thereof, inclusive.

5.02 EMPLOYMENT OF APPRENTICES

The Contractor's attention is directed to Section 1777.5 of the Labor Code; provisions of said section pertaining to employment of indentured apprentices are hereby incorporated by reference into these Specifications. As applicable, the Contractor or any subcontractor employed by him in the performance of the Contract work shall take such actions as necessary to comply with the provisions of said Section 1777.5.

5.03 LABOR DISCRIMINATION

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, color or religion of such persons and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

5.04 PREVAILING WAGE

The Contractor shall forfeit as penalty to the Owner, \$50.00 for each calendar day or portion thereof, for each workman paid less than stipulated prevailing rates for any work done under the Contract by him or by any subcontractor under him, in violation of the provisions of the Labor Code and in particular, Section 1770 to Section 1780 thereof, inclusive.

The Owner will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the Prevailing Wages set forth in the Contract Documents. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his Bid, and will not be considered as the basis of a claim against the Owner on the Contract.

The Contractor and each Subcontractor shall keep an accurate record 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 by him or her in

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connection with the work. These payroll records shall be certified and made available for inspection at all reasonable hours at the principal office of the Contractor and furnished by the Contractor to the Owner and others upon request in accordance with the provisions of Labor Code Section 1776. The Contractor's attention is called to the penalties provided for in Section 1776 for the failure to comply with its provisions.

5.05 MATERIALS

Unless otherwise specifically stated in the Special Conditions, the Contractor shall furnish all materials necessary for the execution and completion of the work. Unless otherwise specified, all materials shall be new and shall be manufactured, handled and installed in a workmanlike manner to ensure completion of the work in accordance with the Contract Documents. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials.

Where materials are to be furnished by the Owner, the type, size, quantity and location at which they are available will be stated in the Special Conditions.

In certain instances, the Owner may have available power, water or other utilities or materials which the Contractor may wish to use. If the Owner intends to furnish these free of charge, it will be so stated in the Special Conditions. In the absence of such specific statement, the Contractor shall furnish all utilities and materials at his own expense.

5.06 RECORDS OF MATERIALS PURCHASED

If required by the Engineer, the Contractor shall furnish duplicate invoices to the Engineer for all materials furnished to the project.

5.07 PATENTS

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work, and agrees to indemnify and save harmless the Owner and the Engineer from all suits at law, or actions of every nature for, or because of the use of any patented materials, equipment, devices, or processes.

5.08 OWNERSHIP OF REMOVED MATERIALS

Unless otherwise specifically stated in the Special Conditions or Technical Specifications, any existing equipment or material removed by the Contractor during the course of the work shall remain the property of the Owner. Equipment and materials shall be removed with care to prevent unnecessary damage and shall be neatly stored at a location adjacent to the site of the work as directed by the Engineer.

5.09 SUBSTITUTION OF MATERIALS

Where materials and equipment are specified in the Technical Specifications or are shown on the Plans as similar and equal to a certain proprietary brand, the intent is to establish the minimum quality and performance acceptable. If the Contractor proposes to substitute materials or equipment of another proprietary brand but of equal quality, he may submit a request to the Engineer for approval of the proposed substitution. No substitution may be made without prior approval and the Engineer shall be the final judge of equality.

If any tests are necessary for evaluation of the proposed substitution by the Engineer, the Contractor shall furnish all necessary test materials and shall pay the cost of the tests.

5.10 SUBMISSION OF WORKING DRAWINGS

Unless otherwise specifically stated in the Special Conditions or Technical Specifications, the Contractor shall submit to the Engineer, four sets of working drawings for all items of equipment or fabricated materials to be installed in the work. These drawings shall show any necessary details in fabrication or erection, which are not shown on the Plans furnished by the Owner and shall verify details and dimensions of equipment. The Contractor shall verify these dimensions before starting any work dependent on or affected by them.

5.11 TESTS

Unless otherwise specified in the Special Conditions, the Owner will pay for the required testing of materials. The Contractor will furnish all samples at no cost to the Owner. In the event samples are submitted which fail to pass the specified tests, the Contractor will pay for all subsequent tests.

6.00 MEASUREMENT AND PAYMENT

6.01 MEASUREMENT OF QUANTITIES

Where the Contract provides for payment on a lump sum price basis, no measurement of quantities will be made. Where the Contract provides for payment on a unit price basis, the quantities of work performed will be computed by the Engineer on the basis of measurements taken by the Engineer, and these measurements shall be final and binding.

All work computed under the Contract shall be measured by the Engineer according to United States Measurements and Weights. Methods of measurement are specified in the Special Conditions and in the Technical Specifications.

6.02 SCOPE OF PAYMENT

The Contractor shall accept the compensation, as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the work, from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the acceptance by the Owner and for all risks of every description connected with the prosecution of the work, also for all expenses incurred in consequence of the suspension or discontinuance of the work; and for completing the work according to the Contract Documents. Neither the payment of any estimate nor any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.

No compensation will be made for loss of anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as provided in such agreements.

6.03 CHANGES IN THE WORK

The value of changes in the work, including extra work, shall be determined in accordance with Section 1.02 through 1.05.

6.04 FORCE ACCOUNT PAYMENT

Where work is to be paid for by Force Account, the Contractor shall be paid on the basis of the actual cost of labor, material, and equipment, furnished by him as shown on paid vouchers, plus 15 percent. However, the Owner reserves the right to furnish such materials and equipment as he deems expedient, and the Contractor shall have no claim for overhead and profit on the cost of such material and equipment.

The cost of labor as referred to above shall include the cost of the base wages paid to workmen, plus any additional payment paid to, or on behalf of, workmen as required by State or federal laws plus any benefits, subsistence and travel allowance as may be required by collective bargaining agreements.

The cost of material as referred to above shall be the net cost to the purchaser, whether Contractor, subcontractor or other forces, from the supplier thereof.

The cost of equipment as referred to above, shall conform to current equipment rental rates prevailing in the locality, as determined and agreed upon in writing by the Engineer and by the Contractor. This applies to both rental equipment and equipment owned by the Contractor.

6.05 RECORDS OF FORCE ACCOUNT WORK

The Contractor shall maintain his records in a manner to provide a clear distinction between the direct costs of extra work paid for on a Force Account basis and the costs of other operations. The Contractor

GENERAL CONDITIONS

shall furnish the Engineer report sheets in duplicate of each day's extra work no later than the working day following the performance of the work. The daily report sheets shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor, or other forces. The daily report sheets shall provide names or identifications and classifications of workmen, 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. Such invoices shall be submitted with the daily report sheets, or if not available, they shall be submitted with subsequent daily report sheets. Should vendor's invoices not be submitted within 15 days after acceptance of the work, the Owner reserves the right to establish the cost of such material at the lowest current wholesale prices at which the materials are available in the quantities concerned delivered to the location of the work.

Said daily report sheets shall be signed by the Contractor or his authorized agent.

The Engineer will compare his records with the daily report sheets furnished by the Contractor, make any necessary adjustments, and compile the costs of work paid for on a Force Account basis on daily extra work report forms. When these daily extra work reports are agreed upon and signed by both parties, they shall become the basis of payment for the work performed.

6.06 PAYMENTS WITHHELD

The Owner may withhold or, because of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect himself from loss due to:

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- d. A reasonable doubt that the Contract can be completed for the balance then unpaid.
- e. Damage to another Contractor.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

The Contractor may, in accordance with the provisions of Public Contracts Code Section 22300, substitute securities for any monies which the Owner may withhold to insure performance under this Contract.

6.07 PROGRESS PAYMENTS

Once each month, the Engineer will make an estimate in written form of the total amount of work done and of the acceptable materials furnished and delivered by the Contractor on the site and not used to the time of such estimate, and the value thereof. To assist the Engineer in determining the value of acceptable materials which are on hand but not used, the Contractor shall furnish the Engineer with copies of invoices for all such materials. The Owner shall retain 5 percent of such estimated value of work done, and 50 percent of the value of materials so estimated to be on hand but not used.

This retention will serve as part security for the fulfillment of the Contract by the Contractor. The Owner shall pay monthly to the Contractor the balance not retained of the aforesaid, after deducting there from all previous payments and all sums to be retained.

When in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the Contract, or when in his judgment the total amount of the work done since the last estimate amounts to less than \$1,000.00, no pay estimate will be prepared and no progress payment will be made.

No estimates or payment shall be construed to be an acceptance of any defective work or improper materials.

GENERAL CONDITIONS

The Contractor may, in accordance with the provisions of Government Code Section 4590, substitute securities for any monies which the Owner may withhold to insure performance under this Contract.

6.08 FINAL PAYMENT

Within 10 days after the completion of the work and its acceptance by the Owner, the Engineer will make a final estimate in writing of the quantities of work done and the value thereof, and will prepare a Notice of Completion to be filed by the Owner. At this time, a semi-final payment will be made to the Contractor provided that such payment is warranted under the terms of Section 6.07. The amount of this payment shall be based on the total value of work acceptably performed under the Contract, subject to the same conditions and retentions as payments previously made under the monthly estimates.

Within 20 days after the date of the final estimate, the Contractor shall submit to the Engineer either his written approval of the final quantities, and value of work as determined by the Engineer, or a written statement of any and all claims for additional compensation claimed to be due under the Contract. No claim for which a notice of potential claim is required will be considered unless the Contractor has complied with the notice provisions of Section 3.21, nor will any claim be considered that was not included in said written statement of claims.

Failure of the Contractor to submit claims within the specified 20-day period, regardless of whether or not he files written approval, shall constitute his acceptance of the quantities and value of work determined by the Engineer in the final estimate. No claim will be considered if filed after the specified 20-day period.

In the event the Contractor files claims within the specified 20-day period, the Engineer will, within 10 days after receipt of said claims, consider and investigate the Contractor's claims and make his final determination. Should he find any revision to be warranted as a result of his investigation, the Engineer will immediately notify the Owner and the final pay estimate will be revised accordingly.

Thirty-five days after the date of filing the Notice of Completion, the Owner will pay the entire sum found to be due, after deducting all previous payments and all amounts to be retained under the provisions of the Contract. As a condition of such payment, the Owner may require the Contractor to furnish a release of all claims against the Owner arising by virtue of the Contract. Payment will be withheld for any contract items for which a release is not furnished.

All prior partial estimates and payments shall be subject to correction in the final estimate and payments.

6.09 PAYMENT OF TAXES

The Contract prices paid for the work include full compensation for payment of federal, State or local taxes.



SPECIAL CONDITIONS

1.00 SCOPE OF THE WORK

1.01 GENERAL WORK DESCRIPTION

The work to be done under this Contract consists of grinding existing striping, removing and replacing existing thermoplastic striping and pavement markers, and placing a chip seal and slurry seal on existing asphalt as shown on the plans.

All construction shall conform to the requirements of the Contract Documents entitled:

CITY OF ORLAND

6TH STREET MAINTENANCE & REHABILITATION PROJECT

The intent of these contract documents is to provide for a completed work, and all items incidental and appurtenant to the specified items shall be included in the prices bid for the specified items.

1.02 DEFINITION OF TERMS

Wherever the words "City" or "Owner" appear in these documents, they shall be understood to mean the City of Orland, California.

Wherever the word "Contractor" appears in these documents, it shall be understood to mean the party or parties constructing the improvements for acceptance by the Owner.

Wherever the word "Engineer" or "City Engineer" appears in these documents, it shall be understood to mean *Rolls, Anderson & Rolls*, Chico, California, acting either directly or through duly authorized agents.

Wherever the words "Standard Detail(s)" appear in these documents, they shall be understood to mean the City of Orland Land Division Standards and Improvement Standards.

1.03 SPECIFICATIONS AND PLANS

The work embraced herein shall be done in accordance with the City of Orland Land Division Standards and Improvement Standards, State of California Standard Specifications dated 2018, the State of California Standard Plans dated 2018, and these Special Conditions. References to the Standard Specifications include material and workmanship specifications only. All measurement and payment sections of the Standard Specifications are specifically **NOT** included in these Specifications.

Should a conflict arise between the City of Orland Land Division Standards and Improvement Standards and the Special Conditions, the Special Conditions shall govern.

Should a conflict arise between the Standard Specifications and the Special Conditions, the Special Conditions shall govern.

Should a conflict arise between the General Conditions and the Special Conditions, the Special Conditions shall govern.

Where Standard Specifications or testing methods have been referred to, such as ASTM or AASHTO, the intent is to refer to the latest applicable issue or revision of such specifications or testing methods.

1.04 STATE REQUIREMENTS

This project is subject to state contracting regulations, which are included in these Contract Documents as Supplemental General Conditions. The Contractor shall comply fully with these requirements and, in the event of conflict between the General Conditions and Supplemental General Conditions, the Supplemental General Conditions shall control.

SPECIAL CONDITIONS

2.00 PROGRESS AND COMPLETION OF THE WORK

2.01 AWARD OF CONTRACT

Refer to Section 8.00 of the Instructions to Bidders. The Award of Contract, if made, will be made within 30 days of the opening of Bids.

2.02 TIME OF COMPLETION

The Contractor shall diligently prosecute the work to completion within 60 CALENDAR DAYS from the date of issuance of the Notice To Proceed.

2.03 LIQUIDATED DAMAGES

The Contractor shall pay to the Owner the sum of \$1,100.00 per day, for each and every calendar day's delay in finishing the work in excess of the number of calendar days prescribed above.

3.00 CONTROL OF THE WORK

3.01 PREVAILING WAGE

The successful bidder shall post a copy of the applicable wage rates on the job site during the construction period. Contractors and subcontractors shall submit certified payrolls to the Department of Industrial Relations in accordance with State of California requirements.

3.02 PERMITS AND LICENSES

The Contractor shall be required to meet all the requirements of the State of California Department of Transportation for the completion of work including, but not limited to, filing of applications, obtaining an encroachment permit, and payment of fees. No permits will be issued by the Owner for this work.

3.03 COORDINATION

The Owner and public utility companies reserve the right to enter upon the work for the purpose of making changes necessitated by the improvements being constructed under this Contract. The Owners of the public utilities will coordinate such work with the Contractor and all parties shall cooperate to the fullest extent possible.

The Contractor shall protect from damage all utilities and other facilities that are to remain in place, be installed, relocated or otherwise rearranged.

3.04 SHOP DRAWINGS AND MATERIAL DATA

The Contractor shall submit a minimum of four copies of shop drawings and material data to the City Engineer for approval not less than five days before beginning construction. **Facsimile submittals will not be accepted.** Material and/or equipment shall not be fabricated, assembled, or shipped until the shop drawings or material data have been approved by the City Engineer.

The City Engineer will retain three copies of the shop drawings and material data, and will return one copy to the Contractor. If the Contractor desires additional copies, more than four copies must be submitted.

For this project submittals shall include, but not be limited to, mix designs, pipe materials, pipe joint details, special fittings or adaptors, imported bedding and backfill materials and all technical design data required by the Engineer to verify product compliance with the Contract Documents.

3.05 UNDERGROUND SERVICE ALERT (USA)

The Contractor shall notify the Underground Service Alert at least 72 hours before excavating.

3.06 EXISTING UTILITIES

Existing underground utilities are indicated on the drawings, based upon record information. The depths of existing utilities are unknown. The Contractor shall verify the exact locations in the field to avoid damage to existing facilities.

SPECIAL CONDITIONS

The Contractor shall cooperate with utility companies in locating facilities and shall exercise care in working adjacent to or crossing such facilities to avoid damage. Any damage to existing facilities caused by the Contractor's operation shall be repaired by the Contractor at his expense.

3.07 RIGHTS-OF-WAY

The Contractor shall confine his operations to the limits of the rights-of-way provided. The Contractor is advised that if additional working space is required outside the limits of the rights-of-way provided, such additional area must be obtained directly from the property owners by the Contractor for use during the construction period. The Owner shall be furnished with copies of written agreements or otherwise notified in writing if additional working space is acquired.

3.08 HOURS OF OPERATION

The Contractor shall restrict his activities to the hours between 7:00 a.m. and 5:00 p.m. Monday through Friday, unless otherwise approved by the Owner.

3.09 NOISE CONTROL

All equipment used by the Contractor shall have noise muffling devices approved for use in residential areas.

3.10 DUST CONTROL

Where dust is created, either by the Contractor's vehicles or other vehicles, it shall be controlled by the Contractor through watering or preferably by cleaning up the material causing the dust. Dust control shall be continued as necessary until the work is accepted by the Owner.

3.11 CONSTRUCTION WATER

The Owner will furnish water for dust control, cleaning operations, and testing from the Owner's existing system. No charge will be made for such water. However, it shall not be used wastefully, and it shall be the Contractor's responsibility to see that it is delivered to the place it is needed. The Contractor shall furnish and use only proper hydrant wrenches when obtaining water from fire hydrants. No fire hydrant shall be obstructed in case of fire in the area served by the hydrant.

3.12 SANITATION

The Contractor shall provide temporary sanitation facilities at the work site, and maintain such facilities throughout the period of work on the project.

3.13 PRESERVATION OF STAKES

The Contractor shall carefully preserve property corners, bench marks, reference points and stakes, and in the case of willful or careless destruction, he will be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

3.14 TESTING

All required testing of materials and construction methods will be provided by the Owner. Should tests show materials or methods to be unacceptable, however, and re-testing of the same material is required, the cost of such re-testing will be deducted from payments due the Contractor.

3.15 LANDSCAPE RESTORATION

All landscaping and irrigation facilities disturbed by the work shall be restored to its original condition by the Contractor. Any irrigation facilities in conflict with proposed improvements shall be replaced, repaired or relocated and tested by the Contractor. Testing of the irrigation facilities shall be done while the Public Works Director or his representative is present.

The Contractor shall take care to minimize damage to adjacent landscaping. Sod shall be installed where established grass has been removed. The Contractor shall restore landscaping as trenching and backfilling operations are completed. Restored landscaping shall be watered and maintained for thirty (30) days after placement.

SPECIAL CONDITIONS

No measurement of quantities will be made. Payment for restoring landscaping to existing conditions or as specified by the Engineer shall be included in the prices bid for the Bid Items.

3.16 STORAGE OF EQUIPMENT AND MATERIALS

No storage of materials and equipment/vehicles or equipment/vehicle staging is allowed within the Owner's rights-of-way without prior approval of the Owner.

To the fullest extent possible, materials to be used for the new work shall be delivered on the day they are to be used.

3.17 DISPOSAL OF SURPLUS MATERIALS

The Contractor shall provide a suitable site for all excavated materials, including asphalt and concrete. The Contractor shall provide the Owner with a copy of written authorization from the owner of the property upon which the surplus materials are to be placed before beginning work on the project.

3.18 CLEANUP

The work area shall be kept in a neat and orderly condition during construction. The Contractor shall remove and dispose of all trash, debris and waste material resulting from his operations.

Upon completion of the work, the Contractor shall remove all debris, surplus material, equipment and supplies, and shall leave the entire work area in a neat, orderly condition.

4.00 WORK ZONE SAFETY

4.01 POLICY

The Contractor shall be solely responsible for safety on the job. Inspection of the work being performed or acceptance of work completed does not imply any approval or acceptance by the Owner of safety measures used by the Contractor.

The Contractor shall furnish, erect, and maintain at all times, substantial barricades, fences, signs, or other adequate protection, shall furnish and operate warning lights, and shall provide flagmen. Warning lights shall be installed at suitable intervals and shall be in operation from sunset to sunrise.

The Contractor shall furnish, erect, and maintain at all times adequate sheeting, shoring, and bracing of all excavations in accordance with OSHA and California Industrial Safety Regulations. The Contractor shall be solely responsible for the adequacy and sufficiency of the safety equipment used.

The Contractor shall notify all property owners or tenants at least 24 hours prior to the start of construction and coordinate the ingress and egress of their vehicles on a daily basis. The Contractor shall schedule his work to avoid unnecessary interference with access through the work area by owners of abutting property. Particular care shall be taken to permit access to driveways at the end of each workday. Dispatchers for emergency services shall be kept informed of street closures and/or access restrictions.

The work shall be carried out in an orderly and systematic manner to present as little inconvenience as possible to public traffic. A minimum of one traffic lane shall be maintained on adjacent streets at all times. The roadway shall be restored to a condition which allows normal vehicular traffic on 6th Street at the end of each day's work.

5.00 INSURANCE REQUIREMENTS

5.01 GENERAL

Fire Insurance, as specified in Section 4.02 of the General Conditions is not required for this project.

SPECIAL CONDITIONS

The Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

5.02 MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability, and property damage liability for the limits of liability indicated below and including coverage for premises, operations and mobile equipment; products and completed operations; broad form property damage (including completed operations); explosion, collapse and underground hazards; personal injury; and contractual liability.

Automobile Liability Insurance, including coverage for all owned, hired and non-owned automobiles.

Workers' Compensation Insurance as required by the State of California and Employer's Liability insurance.

5.03 MINIMUM LIMITS OF INSURANCE

The Contractor shall maintain no less than:

1. General Liability:
 - a) \$1,000,000.00 per occurrence (combined a single limit for bodily injury and property damage).
 - b) \$2,000,000.00 aggregate for products-completed operations.
 - c) \$2,000,000.00 general aggregate. This general aggregate limit shall apply separately to the Contractor's work under this Contract.
 - d) \$5,000,000.00 umbrella or excess liability. Umbrella or excess policy shall include products liability and completed operations coverage. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

2. Automobile Liability: \$1,000,000.00 combined single limit each accident for bodily injury and property damage. The umbrella or excess liability coverage required above shall also apply to automobile liability.

3. Employers Liability:
 - a) \$1,000,000.00 per accident for bodily injury by accident.
 - b) \$1,000,000.00 policy limit for bodily injury by disease.
 - c) \$1,000,000.00 for each employee for bodily injury by disease.

5.04 DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

5.05 OTHER INSURANCE PROVISIONS

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

1. The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain

SPECIAL CONDITIONS

no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
4. Coverage for such additional insureds shall not extend to liability:
 - a) arising from any defective or substandard condition of a City roadway which existed prior to the time the Contractor commenced work, unless such condition has been changed by the work or the scope of the work requires the Contractor to maintain existing City roadway facilities and the claim arises from the Contractor's failure to maintain; or,
 - b) for claims occurring after the work is completed and accepted unless these claims are directly related to alleged acts or omissions of the Contractor which occurred during the course of the work; or,
 - c) to the extent prohibited by Section 11580.04 of the Insurance Code.
5. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Orland.

5.06 WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE

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

5.07 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers that are acceptable to the City of Orland.

5.08 VERIFICATION OF COVERAGE

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

5.09 SUBCONTRACTORS

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

If the Contractor fails to maintain such insurance, the City may take out such insurance to cover any damages, for which the City might be held liable on account of the operations under this contract, and deduct and retain the amount of the premiums for such insurance from any sums due the Contractor under this contract. Nothing herein contained shall be construed as limiting in any way the extent to which the Contractor may be held responsible for payment of damages resulting from his operations, or those of any subcontractor under him.

5.10 NO PERSONAL LIABILITY

Contractor shall indemnify and hold harmless City and its officers, officials, employees, agents and volunteers from and against claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful conduct of the City.



TECHNICAL SPECIFICATIONS



A. SCOPE

This section covers all work required to remove miscellaneous highway facilities, concrete and all objectionable material from the project site within the limits of the proposed construction. Removed facilities shall be disposed of, salvaged, relaid, reset, relocated or reconstructed as specified in these specifications or as shown on the plans.

B. DEFINITIONS

MISCELLANEOUS HIGHWAY FACILITIES shall include all structures, drainage, irrigation and sewer facilities, right of way and traffic control facilities, and any other miscellaneous improvements or facilities.

CONCRETE shall be defined as all or portions of mortared rubble masonry, brick or stone curbs, gutters and sidewalks; and portland cement concrete curbs, gutters, sidewalks, gutter depressions, driveways, aprons, slope paving, foundations, footings, and all other portland cement concrete or masonry construction. Concrete pipe and clay pipe will be considered as miscellaneous highway facilities to be removed, salvaged, relaid or disposed of.

C. WORKMANSHIP

GENERAL: Existing facilities which are to remain in place shall be protected in conformance with State Standard Specifications 7-1.11, "Preservation of Property," and 8-1.10, "Utility and Non-Highway Facilities." Trenches, holes, depressions and pits caused by the removal of highway facilities shall be backfilled with Class II aggregate base material as provided in the Technical Specification entitled "Trench Excavation and Backfill."

Clearing and grubbing shall be in accordance with Section 16 of the State Standard Specifications and these Contract Documents. All areas shown on the plans shall be cleared and grubbed. No payment will be made to the Contractor for clearing and grubbing outside these limits, unless the work is authorized by the Engineer. The area above the natural ground surface shall be cleared of all vegetation, such as trees, logs, upturned stumps, roots of down trees, brush, grass, weeds and other objectionable material. Clearing and grubbing shall be performed in advance of grading operations and in accordance with the requirements specified in these Contract Documents.

All materials removed, which are not to be salvaged or reused, shall become the property of the Contractor and shall be removed from the site by the Contractor. The Contractor shall be responsible for obtaining a suitable disposal site in accordance with the Special Conditions.

Salvaged materials shall be delivered to the Owner's Public Works Department or other agreed upon site.

TRAFFIC STRIPES, PAVEMENT MARKINGS AND MARKERS: Traffic stripes and pavement markings shall be removed by any method that does not materially damage the existing pavement. Pavement marking images shall be removed in such a manner that the old message cannot be identified. Where grinding is used, the pavement marking image shall be removed by grinding a rectangular area. The minimum dimensions of the rectangle shall be the height and width of the pavement marking. Residue resulting from removal operations shall be removed from pavement surfaces by sweeping or vacuuming before the residue is blown by the action of traffic or wind, migrates across lanes or shoulders, or enters into drainage facilities. Traffic stripes shall be removed before any change is made in the traffic pattern.

Pavement markers, including underlying adhesive, shall be removed by such methods that will cause the least possible damage to the pavement or surfacing. Damage to the pavement or surfacing caused by

CLEARING, GRUBBING, AND DEMOLITION

pavement marker removal shall be repaired by the Contractor at the Contractor's expense by methods acceptable to the Engineer. During the removal of ceramic type pavement markers, screens or other protective devices shall be furnished to contain any fragments as provided for in State Standard Specification 7-1.09, "Public Safety." Fragments resulting from the removal of pavement markers shall be removed from the highway before the lane or lanes are opened to public traffic.

DRAINAGE FACILITIES: Existing culverts, storm drain pipelines, inlets, manholes, or other drainage structures where shown on the plans shall be removed and disposed of. Resulting openings into existing structures that are to remain in place shall be plugged with concrete conforming to Section 90-10 "Minor Concrete" of the State Standard Specifications. The concrete shall contain not less than 505 pounds of cementitious material per cubic yard. The ends of culverts and storm drain pipelines shall be securely closed by a 0.5-foot thick tight fitting plug or wall of commercial quality concrete. Trenches, holes, depressions and pits caused by the removal of drainage facilities shall be backfilled with Class 2 aggregate base material as provided in the Technical Specification entitled "Trench Excavation and Backfill."

Drainage ditches to be abandoned shall be backfilled as specified on the improvement plans.

CONCRETE: Concrete shall be removed at the locations shown on the plans or where directed by the Engineer. Removal shall be to the lines and elevations shown, specified, or determined by the Engineer. Existing concrete shall be cut to a true line where new concrete is to join existing concrete. Concrete removal operations shall be performed without damage to any portion that is to remain in place. Damage to the existing concrete, which is to remain in place, shall be repaired to a condition equal to that existing prior to the beginning of removal operations. The cost of repairing existing concrete damaged by the Contractor's operations shall be at the Contractor's expense.

SIGNS, SIGN POSTS, AND SIGN FOUNDATIONS: Existing signs, sign posts, and sign foundations where shown on the plans shall be removed and disposed of. Holes, depressions and pits caused by the removal of signs, sign posts, and sign foundations shall be backfilled with Class 2 aggregate base material as provided in in the Technical Specification entitled "Trench Excavation and Backfill", of these Technical Specifications unless otherwise noted on the plans or directed by the Engineer. Existing signs, sign posts, and sign foundations shall not be removed until replacement signs have been installed or until the existing signs are not longer required for the direction of public traffic, unless otherwise directed by the Engineer.

FENCE: Where shown on the plans, existing fences shall be removed and rebuilt to conform to the new construction work. Fences shall be rebuilt with the same or better materials and shall be painted to match the existing fence.

D. MEASUREMENT AND PAYMENT

Quantities of clearing, grubbing and demolition will be paid on a lump sum basis and no measurement will be made.

Payment for clearing, grubbing and demolition will be made at the lump sum price bid in the Proposal, which shall include full compensation for furnishing all materials, labor, tools, equipment, and incidentals and for doing all the work necessary to complete clearing, grubbing and demolition, including the removal and disposal of the resulting materials, as shown on the plans, as required by these specifications, and as directed by the Engineer.

PRIME COAT, TACK COAT, AND FOG SEAL COAT

A. SCOPE

This heading covers the furnishing and placement of prime coat and paint binder, complete.

B. MATERIALS

PRIME COAT shall be grade SC-250 liquid asphalt conforming to the requirements of Section 93 of the State Standard Specifications.

TACK COAT shall be an asphaltic emulsion, Type and Grade SS1, conforming to the requirements of Section 94 of the State Standard Specifications.

C. WORKMANSHIP

Tack coat shall be applied to all vertical surfaces of existing pavement, curbs, gutters, construction joints and to pavement to be resurfaced. Application shall be in conformance with the provisions of Section 39 of the State Standard Specifications and shall be applied at the rate of not less than 0.10 gallons per square yard. Tack coat may be omitted between layers of new hot mix asphalt during the same work shift if no dust, dirt, or extraneous material is present and the surface temperature is at least 140 degrees F.

Prime coat shall be applied to all aggregate base surfaces to receive hot mix asphalt concrete. Application shall be in conformance with the provisions of Section 39 of the State Standard Specifications and shall be applied at the rate of not less than 0.20 gallons per square yard. Do not apply more prime coat than can be absorbed completely by the aggregate base in 24 hours. Before paving, prime coat must cure for 48 hours. Close traffic to areas receiving prime coat. Do not track prime coat onto pavements surfaces beyond the job site.

Fog seal coat shall be applied to the finished surface of the hot mix asphalt concrete. Tack coat, SS2, shall be applied to the surface of the pavement in conformance with the provisions of Section 37 of the State Standard Specifications. The application rate shall be 0.10 gallons per square yard. Provisions shall be made by the Contractor, to keep traffic from "tracking" the fresh fog seal until it has cured.

D. MEASUREMENT AND PAYMENT

No measurement of liquid asphalt (prime coat) or asphaltic emulsion (tack coat) will be made. Payment for furnishing and applying liquid asphalt and asphaltic emulsion shall be included in the prices bid for hot mix asphalt, and no separate payment therefore will be made. Payment will be made at the contract prices per ton for hot mix asphalt, which shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing and applying prime coat and tack coat, and in furnishing, spreading and compacting hot mix asphalt, and applying a fog seal coat.



SINGLE ASPHALTIC EMULSION SEAL COAT

A. SCOPE

This section covers the furnishing, placement, compaction and maintenance of single asphaltic emulsion seal coat (single chip seal), complete. Single asphaltic emulsion seal coat shall conform to the requirements of Section 37 of the State Standard Specifications and the following technical specifications..

B. MATERIALS

ASPHALTIC EMULSION shall be of type PMCRS-2h and shall conform to the requirements of Section 94 of the State Standard Specifications.

SCREENINGS shall conform to the requirements of Section 37-2 of the State Standard Specifications.

C. WORKMANSHIP

Asphaltic Emulsion shall be applied in conformance with the provisions of Section 94 and Section 37-1.05 of the State Standard Specifications. Asphalt Emulsion shall be applied at the following rates:

	Surface Type	Rate
First Application	Aggregate Base	0.36
	Asphalt	0.36
Second Application	Chip Seal Coat	0.32

Screenings shall be spread in accordance with Section 37-2.03G(2) of the State Standard Specifications and shall be applied at a rate of not less than 27 pounds per square yard for the first application and not less than 20 pounds per square yard for the second application.

	Surface Type	Screening
First Application	Aggregate Base	Medium
	Asphalt	Medium
Second Application	Chip Seal Coat	Medium

Single asphaltic emulsion seal coat shall be finished in accordance with Section 37-2.03 of the State Standard Specifications including, but not limited to, rolling and brooming. Single asphaltic emulsion seal coat shall be maintained, including traffic control required for maintenance operations, for a period of four (4) consecutive calendar days following application of screenings, or as directed by the Engineer.

A Type II slurry seal shall be applied to the finished surface of the single asphaltic emulsion seal coat. The Type II slurry seal shall be applied to the surface of the single seal coat in conformance with Section 11, Type II Slurry Seal, of these Technical Specifications and the provisions of Section 37-3 of the State Standard Specifications.

D. MEASUREMENT AND PAYMENT

Measurement of single asphaltic emulsion seal coat will be made by the square yard, as determined by measuring average lengths and widths of double asphaltic emulsion seal coat with a surveyor's tape or wheel.

No separate measurement of asphaltic emulsion or screenings will be made.

Payment will be made at the contract prices per square yard bid in the Proposal for furnish and install single asphaltic emulsion seal coat and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing and applying liquid asphaltic emulsion, and furnishing, spreading, compacting and maintaining screenings.

A. SCOPE

This section covers the furnishing, application and maintenance of Type II slurry seal, complete. Type II slurry seal shall conform to the requirements of Section 37 of the State Standard Specifications and the following technical specifications.

B. MATERIALS

ASPHALTIC EMULSION shall be of type CQSh1 and shall conform to the requirements of Section 94 of the State Standard Specifications.

SCREENINGS shall be comprised of a Type II aggregate and shall conform to the requirements of Section 37-3 of the State Standard Specifications.

C. WORKMANSHIP

Apply Type II slurry seal to the existing asphalt surface and finished surface of single asphaltic emulsion seal coat. The slurry seal shall be applied to the surface of the single seal coat in conformance with the provisions of Section 37-3 of the State Standard Specifications and these Technical Specifications.

The spread rate of the slurry seal shall be 15 pounds of dry aggregate per square yard. Provisions shall be made by the Contractor to keep traffic from "tracking" the slurry seal until it has cured.

D. MEASUREMENT AND PAYMENT

Measurement of Type II slurry will be made by the square yard, as determined by measuring average lengths and widths of slurry seal with a surveyor's tape or wheel.

No separate measurement of asphaltic emulsion or screenings will be made.

Payment will be made at the contract prices per square yard bid in the Proposal for furnish and install Type II slurry seal, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing, applying and maintaining Type II slurry seal.



A. SCOPE

This work shall consist of furnishing and applying thermoplastic traffic stripes and pavement markings, including glass beads and furnishing and placing pavement markers, complete.

B. MATERIALS

THERMOPLASTIC MATERIAL shall conform to State Specification PTH-02SPRAY, PTH-02HYDRO or PTH-02ALKYD. Glass beads to be applied to the surface of the molten thermoplastic material shall conform to the requirements of State Specification 8010-004 (Type II).

PAVEMENT MARKERS shall be as manufactured by Ray-O-Lite, model AA, or approved equal.

C. WORKMANSHIP

Workmanship shall conform to Section 84 and Section 85 of the State Standard Specifications.

D. MEASUREMENT AND PAYMENT

Measurement of Thermoplastic Traffic Striping will be made by the lineal foot, as determined by measuring the length of striping with a surveyor's tape or wheel. A double thermoplastic traffic stripe consisting of two 6-inch-wide yellow stripes is measured as two traffic stripes.

Measurement of Thermoplastic Pavement Markings will be made by the square foot, as determined by measuring the area of the marking.

Measurement of Pavement Markers will be made as a field count of each pavement marker that is installed per section 85 of the State Standard Specifications.

Payment will be made at the contract prices per the proposal, which shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing and applying primer coat, and in furnishing, heating, mixing and applying thermoplastic striping, as well as all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing and installing traffic stripes, pavement markings and markers as shown on the plans, as specified in these specifications, and as directed by the engineer.



A. SCOPE

This section covers the installation, maintenance, and removal of water pollution control items, complete. The Contractor shall be responsible for obtaining permissions for the use of property as a temporary staging yard during the project construction, and shall submit an erosion and sediment control layout that identifies the location of the crushed rock entrance, to the city prior to beginning construction and the delivery of materials.

B. MATERIALS

FIBER ROLLS shall consist of wood excelsior, rice or wheat straw, or coconut fiber that is rolled or bound into a tight tubular roll.

SILT FENCE shall be woven polypropylene with a minimum width of 36 inches and a minimum tensile strength of 100 pounds. The fabric shall conform to ASTM D4632 and shall have an integral reinforcement layer. The reinforcement layer shall be a polypropylene, or equivalent, net provided by the manufacturer. The permittivity of the fabric shall be between 0.1 sec^{-1} and 0.15 sec^{-1} in conformance with ASTM D4491.

CRUSHED AGGREGATE shall be a minimum of 3 inches and maximum of 6 inches in size conforming with Section 72-2.02 of the State Standard Specifications.

TEMPORARY ENTRANCE FABRIC shall conform with Section 88-1.04 of the State Standard Specifications and be woven Type B or non-woven Type B.

GRAVEL BAGS shall consist of the following items:

A bag that is woven polypropylene, polyethylene or polyamide fabric, minimum unit weight 4 ounces per square yard, mullen burst strength exceeding 300 psi in conformance with ASTM D3786, and ultraviolet stability exceeding 70 percent in conformance with the requirements in ASTM D4355. The use of burlap is not acceptable. Each bag shall have a length of 18 inches, width of 12 inches, thickness of 3 inches, and mass of approximately 33 pounds. Alternative bag sizes shall be approved by the Engineer.

Fill material shall be non-cohesive, Class 1 or Class 2 permeable material free from clay and deleterious material, conforming to the Section 68-1.025 of the State Standard Specifications. The requirements for the Durability Index and Sand Equivalent do not apply. Fill material is subject to approval by the Engineer.

WOOD STAKES shall be untreated fir, redwood, cedar, or pine and cut from sound timber. Stakes shall be straight and free of loose or unsound knots and other defects which would render stakes unfit for use and shall be pointed on the end to be driven into the ground.

STAPLES used to fasten silt fence material to stakes shall be not less than 1.75 inches long and shall be fabricated from 0.06 inch or heavier wire. The wire used to fasten the tops of stakes together when joining two sections of fence shall be 0.12 inches or heavier wire. Galvanizing of the fastening wire is not required.

STRAW shall conform with Section 20-2.06 of the State Standard Specifications.

C. GENERAL

DEFINITIONS:

WATER POLLUTION CONTROL

Active Areas are construction areas where soil-disturbing activities have already occurred and continue to occur or will occur during the ensuing 21 days.

BMPs are Best Management Practices.

Non-Active Areas are construction areas (formerly active areas) that will be idle for at least 21 days.

Disturbed Soil Areas (DSAs) are areas of exposed, erodible soil that are within the construction limits and that result from construction activities.

Rainy Season is defined as October 15th through April 15th.

Sediment Control Measures are intended to complement and enhance the soil stabilization measures and reduce sediment discharge from construction areas. Sediment controls are designed to intercept and settle out soil particle that have been detached and transported by the force of water.

Soil Stabilization Measures consist of source control measures that are designed to prevent soil particles from detaching and becoming transported in stormwater runoff. Soil stabilization BMPs protect the soil surface by covering and/or binding soil particles.

WATER POLLUTION CONTROL IMPLEMENTATION: Water pollution control measures, or BMPs, shall be implemented on a year-round basis at an appropriate level to minimize or prevent soil erosion and sediment discharges from leaving the construction site and/or entering a stormwater drainage system or receiving water. BMPs shall consist of an effective combination of both soil stabilization and sediment control measures.

Active DSAs, during the rainy season, shall include soil stabilization measures installed prior to all predicted rain events and sediment control measures installed at all times. Active DSAs, during the non-rainy season, shall include soil stabilization measures and sediment control measures installed prior to predicted rain events.

Non-active DSAs, during the rainy season shall include soil stabilization measures installed within 14 days of cessation of soil disturbing activities or 1 day prior to all predicted rain event, whichever occurs first and sediment control measures installed at all times. Non-active DSAs, during the non-rainy season, shall include soil stabilization measures and sediment control measures installed within 14 days of cessation of soil disturbing activities or 1 day prior to all predicted rain event, whichever occurs first.

INSPECTIONS shall be conducted by the Contractor at the following minimum frequencies:

- Prior to a forecast storm.
- After a rain event that causes runoff from the construction site.
- At 24-hour intervals during extended rain events.
- Weekly during the rainy season.
- Every 2 weeks during the non-rainy season.
- At any other time(s) or intervals of time specified in these Technical Specifications.

REPORTING: The Contractor shall notify the Engineer immediately if a one of the following occurs:

- Stormwater from a DSA is discharged to a storm drain system or waterway without treatment by an effective combination of temporary erosion and sediment control BMPs.
- Non-stormwater is discharged to a storm drain system or waterway without treatment by an effective combination of temporary erosion and sediment control BMPs.
- Stormwater is discharged to a waterway or storm drain system where the control measures (BMPs) have been overwhelmed or not properly maintained or installed.
- A discharge of hazardous substances occurs.

- Stormwater is discharged to a waterway or storm drain system containing hazardous substances.
- A discharge occurs that may endanger health or the environment.

D. WORKMANSHIP

FIBER ROLLS: Fiber rolls shall be installed as required to intercept runoff, reduce runoff flow velocity, release runoff as sheet flow, and provide removal of sediment from runoff. Potential areas for fiber rolls include: along the toe, top, face, and at grade breaks of exposed and erodible slopes to shorten slope length and spread runoff as sheet flow, below the toe of exposed and erodible slopes, down-slope of exposed soil areas, around temporary stockpiles, along the perimeter of the project. Fiber rolls may be used for drain inlet protection if they can be properly anchored and if approved by the Engineer.

Fiber rolls shall be installed along level contours and shall be spaced as follows:

Slope inclination of flatter than 10:1:	50 feet
Slope inclination of 4:1 to 10:1:	20 feet
Slope inclination of 4:1 to 2:1:	15 feet
Slope inclination of 2:1 or greater:	10 feet

Before placing fiber roll, remove obstructions including rocks, clods, and debris greater than 1 inch in diameter from the ground.

In locations to receive fiber rolls, excavate a concave 2 to 4 inch furrow and place excavated material on downhill side, place fiber roll within furrow ensuring there are no gaps under the fiber roll, drive wood stakes through the middle of the fiber roll 6 inches from the end of the roll and spaced at a maximum of 4 feet on center at all other locations. Stakes shall be driven into the soil so that the top of the stake is less than 2 inches above the top of the fiber roll. Wood stakes shall be 1 inch by 2 inch and a minimum length of 24 inches. If more than one fiber roll is placed in a row, the rolls shall be overlapped, not abutted, by a minimum of 18 inches.

Fiber rolls shall be inspected prior to forecast precipitation, following precipitation, and at least daily during prolonged rainfall. Split, torn, unraveling, or slumping fiber rolls shall be repaired or replaced. Fiber rolls shall be repaired or adjusted when rills and other evidence of concentrated runoff is visible. Sediment along fiber rolls shall be removed when the sediment accumulation reaches 1/3 of the barrier height. Removed sediment shall be incorporated in the project at locations designated by the Engineer.

Fiber rolls may be left in place at the approval of the Engineer. If fiber rolls are removed, collect and dispose of sediment accumulation, and fill and compact holes, trenches, depressions or any other ground disturbance to blend with adjacent ground.

SILT FENCE: Silt fence shall be installed as required to intercept and slow the flow of sediment-laden sheet flow runoff. Potential areas for silt fence include: below the toe of exposed and erodible slopes, down-slope of exposed soil areas, around temporary stockpiles, and along the perimeter of the project.

The bottom of silt fence shall be keyed-in a minimum of 6 inches. Trenches shall not be excavated wider and deeper than necessary for proper installation of silt fence. Excavation of trenches shall be performed immediately before installation of silt fence. Silt fences shall be located at least 3 feet from the toe of slopes unless otherwise approved by the Engineer. Silt fence shall be installed along level contours. Wood stakes shall be 2 inch by 2 inch and a minimum length of 48 inches.

Silt fences shall be inspected prior to forecast precipitation, following precipitation, and at least daily during prolonged rainfall. Undercut, split, torn, slumping, or weathered silt fence shall be repaired or replaced. Sediment along silt fences shall be removed when sediment accumulation reaches 1/3 of the

WATER POLLUTION CONTROL

barriers height. Removed sediment shall be incorporated in the project at locations designated by the Engineer. Silt fences that are damaged and become unsuitable for their intended purpose, as determined by the Engineer, shall be removed and replaced by the Contractor.

Once silt fences are not required for the project, the Contractor shall remove and dispose of the fences. The Contractor shall fill and compact holes and trenches, remove sediment accumulation, and grade fence alignment to blend with adjacent ground.

STABILIZED CONSTRUCTION ENTRANCE/EXIT: Prior to beginning construction, the Contractor shall locate a staging area. The location of the staging area shall be approved by the Engineer. The staging area shall be adequate to store materials, equipment, portable restroom facilities, concrete washout area, stockpiles, solid waste, and hazardous waste. If the approved staging area is unimproved, a stabilized construction entrance/exit (SCE) shall be installed and all access and egress shall be limited to this location. The location of the SCE shall be approved by the Engineer.

The SCE location shall be prepared by removing vegetation to ground level and clearing debris, grading ground to a uniform plane to prevent runoff from leaving the project, removing sharp objects that may damage fabric, and compacting the top 1 foot of soil to at least 90 percent relative compaction. The SCE shall be crushed aggregate over temporary entrance fabric that is a minimum 50 feet long, 20 feet wide, and 1 foot thick. As the SCE approaches the existing road the width shall be increased to accommodate vehicle turning movements. Overlap sides and end of fabric by at least 12 inches. Do not drive on fabric until crushed aggregate has been placed.

The SCE shall be inspected routinely for damage and to assess the effectiveness. The SCE shall be repaired if fabric is exposed, depressions in the SCE surface develop, or if aggregate is displaced. Remove crushed aggregate and separate and dispose of sediment as necessary and as directed by the Engineer.

Once the SCE is not required for the project, the Contractor shall remove and dispose of all materials and backfill and repair ground disturbance, including holes and depressions.

STRAW MULCH: Straw mulch shall be installed on disturbed soil areas as required prior to the onset of precipitation for soil stabilization. Potential areas for straw mulch are: exposed soil areas and exposed temporary stockpiles.

Straw mulch shall be applied by a straw blower or by hand. Straw shall be applied at a minimum rate of 4,000 pounds per acre. The mulch shall be anchored to the soil with a tackifier or by using mechanical methods (crimping, punch roller, track walking). If stabilizing emulsion is used, roughen soil by rolling with a crimping or punching-type roller or by track walking before placing mulch. The quantity of tackifier must be as recommended by the manufacturer. The ratio of water to fiber and tackifier in the mixture must be as recommended by the manufacturer. Straw mulch shall be evenly distributed on the soil surface. Straw mulch shall not be placed onto the traveled way, sidewalks, drainage channels, walls, fences, or existing vegetation. Straw mulch with tackifier shall not be applied during or immediately before precipitation, if water is standing on or moving across the soil surface, if the soil is frozen, or if the air temperature is below 40°F during the tackifier curing period unless allowed by the manufacturer and approved by the Engineer.

Straw mulch shall be inspected prior to forecast precipitation, following precipitation, and at least daily during prolonged rainfall. Straw mulch shall evenly cover DSAs without any exposed soil areas. Reapply straw mulch within 24 hours of discovering visible erosion. Straw mulch disturbed or displaced by the Contractor's vehicles, equipment, or operations must be reapplied. The Contractor shall repair any damaged mulch areas and re-mulch any exposed areas.

Once straw mulch is not required for the project, the Contractor shall remove and dispose of all mulch. Straw mulch can be mechanically blended into the soil with track laying equipment, disking, or other approved method. Areas damaged during activities shall be re-graded per the Plans.

WATER POLLUTION CONTROL

WIND EROSION CONTROL: All exposed soil areas shall be watered to prevent excessive amounts of dust. Watering, with complete coverage, shall occur at least twice daily, preferably in the late morning and after work is complete for the day. All clearing, grading, earth moving or excavation activities shall cease when winds exceed 25 miles per hour averaged over 1 hour. The area disturbed by demolition, clearing, grading, earth moving, or excavation operations shall be minimized at all times. Haul trucks shall be covered with tarpaulins or other effective covers at all times.

STREET SWEEPING AND VACUUMING: Visible sediment tracking shall be swept and/or vacuumed daily. Street sweeping must be done at paved roads at job site entrance and exit locations, and at paved areas within the job site that flow to storm drains. All paved areas shall be kept clear of sediment and debris.

VEHICLE AND EQUIPMENT CLEANING: Onsite vehicle and equipment washing or cleaning is discouraged. When vehicle/equipment washing/cleaning must occur onsite, the Contractor is required to notify and receive approval from the Engineer prior to each occurrence. Washing/cleaning areas shall be located away from storm drain inlets, drainage facilities, or watercourses.

VEHICLE AND EQUIPMENT FUELING: Onsite vehicle and equipment fueling shall only be used where it's impractical to send vehicles and equipment offsite for fueling. When fueling must occur onsite, the Contractor shall select and designate an area to be used, subject to approval of the Engineer. Absorbent spill clean-up materials and spill kits shall be available in fueling areas and on fueling trucks and shall be disposed of properly after use. Drip pans or absorbent pads shall be used during vehicle and equipment fueling, unless fueling is performed over an impermeable surface in a dedicated fueling area. If a spill occurs, the Contractor shall notify the Engineer and immediately cleanup the spill and properly dispose of contaminated soil and cleanup materials.

Dedicated fueling areas shall be protected from stormwater run-on and runoff, and shall be located at least 50 feet from downstream drainage facilities. Fueling areas shall be protected with berms and/or dikes to contain spills. Fueling must be performed on level-grade areas. Nozzles used in vehicle and equipment fueling shall be equipped with an automatic shut-off to control drips. Fueling operations shall not be left unattended. Fuel tanks shall not be "topped off". Vehicles and equipment shall be inspected on each day of use for leaks. Leaks shall be repaired immediately or problem vehicles or equipment shall be removed from the project site.

VEHICLE AND EQUIPMENT MAINTENANCE: Vehicle and equipment maintenance shall not occur within the project.

PAVING AND GRINDING OPERATIONS: Substances used to coat asphalt transport trucks, asphalt trucks, and asphalt spreading equipment shall not contain soap and shall be non-foaming and non-toxic. Plastic materials shall be placed under asphaltic concrete paving equipment while not in use. Sand, gravel, spilled asphalt, or other materials from paving operations shall not enter storm drainage facilities and shall be recovered by the Contractor and disposed of as directed by the Engineer.

Removed pavement material shall be collected and properly disposed of by the Contractor. Residue from portland cement concrete and asphalt concrete grinding/sawcutting operations shall be picked up by means of a vacuum system or sweeping and shall not be allowed to flow into the storm drainage system. Pavement removal, pavement grinding, and sawcutting operations shall not be conducted in the rain.

All thermoplastic striping and pre-heater equipment shutoff valves shall be inspected to ensure that they are working properly to avoid leaking. The pre-heater shall be filled carefully to prevent spilling of thermoplastic. The Contractor shall not pre-heat, transfer, or load thermoplastic near storm drain facilities or watercourses. Thermoplastic waste shall be properly disposed of by the Contractor.

WATER POLLUTION CONTROL

STORM DRAIN INLET PROTECTION: Storm drain inlets and catch basins located downstream of construction activities shall have water pollution control devices installed to capture sediment. The number and locations of control devices shall be as directed by the Engineer.

Storm drain inlet protection shall consist of filter fabric placed on the grate with either a gravel bag barrier or combination of fiber rolls with gravel bags placed upstream of grate to filter stormwater and collect sediment.

Inspect all inlet protection devices before and after every rainfall event, and weekly during the rest of the rainy season. During extended rainfall events, inspect inlet protection devices at least once every 24 hours. Sediment shall be removed when the sediment accumulation reaches 3/4 of the barrier height. Removed sediment shall be incorporated in the project at locations designated by the Engineer.

SPILL PREVENTION PLAN: The Contractor shall provide a Spill Prevention Plan to the Engineer for approval prior to beginning any work.

E. MEASUREMENT AND PAYMENT

Water Pollution Control will be paid for on a lump sum basis and no measurement will be made.

Payment for water pollution control will be made at the lump sum price bid in the Proposal, which shall include full compensation for furnishing all materials, labor, tools, equipment, and incidentals, and for doing all the work involved in water pollution control, completely, including all inspections, reporting, and removal of water pollution control items as specified in these Technical Specifications.

A. SCOPE

This section consists of providing a traffic control system.

B. MATERIALS

CONSTRUCTION AREA TRAFFIC CONTROL DEVICES: Flagging, signs, and temporary traffic control devices furnished, installed, maintained, and removed when no longer required shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and the 2012 Edition of the California Manual on Uniform Traffic Control Devices.

PORTABLE CHANGEABLE MESSAGE SIGNS shall comply with Section 12-3.12 "Portable Changeable Message Signs," of the Standard Specifications.

C. WORKMANSHIP

TRAFFIC CONTROL PLAN: The Contractor shall submit a traffic control plan conforming to the requirements of Part 6 of the 2012 Edition of the California Manual on Uniform Traffic Control Devices (CAMUTCD), which shall be approved by the Engineer prior to beginning work.

MAINTAINING TRAFFIC: Maintaining traffic shall conform to the provisions in Sections 7-1.08, "Public Convenience," Section 7-1.09, "Public Safety," and Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and this Technical Specification.

Closure is defined as the closure of a traffic lane or lanes, including shoulder, within a single traffic control system.

Closures shall conform to the provisions in "Traffic Control System for Lane Closure" of this Technical Specification.

Work that interferes with public traffic shall be limited to the hours when lane closures are allowed, except for work required under Sections 7-1.08, "Public Convenience," and Section 7-1.09, "Public Safety."

The full width of the traveled way shall be open for use by public traffic for Designated Legal Holidays and Special Days.

Designated Legal Holidays are: January 1st, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday.

Local authorities shall be notified at least 5 business days before work begins. The Contractor shall cooperate with local authorities to handle traffic through the work area and shall make arrangements to keep the work area clear of parked vehicles.

No work on local streets is allowed between 12:00 a.m. and 7:00 a.m. and between 6:00 p.m. and 12:00 a.m.

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

When work vehicles or equipment are parked within 6 feet of a traffic lane to perform active construction, the shoulder area shall be closed with fluorescent orange traffic cones or portable delineators placed on a

TRAFFIC CONTROL SYSTEM

taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 traffic cones or portable delineators shall be used for the taper. A W20-1 (ROAD WORK AHEAD) or W21-5b (RIGHT/LEFT SHOULDER CLOSED AHEAD) or C24(CA) (SHOULDER WORK AHEAD) sign shall be mounted on a crashworthy portable sign support with flags. The sign shall be placed where designated by the Engineer. The sign shall be a minimum of 48" x 48" in size. The Contractor shall immediately restore to the original position and location a traffic cone or delineator that is displaced or overturned, during the progress of work.

If minor deviations from the lane requirement charts are required, a written request shall be submitted to the Engineer at least 15 days before the proposed date of the closure. The Engineer may approve the deviations if there is no significant increase in the cost to the State and if the work can be expedited and better serve the public traffic.

TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE: A traffic control system shall consist of closing traffic lanes in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, the CAMUTCD and this Technical Specification.

The provisions in this section will not relieve the Contractor of responsibility for providing additional devices or taking measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

During traffic stripe operations and pavement marker placement operations using bituminous adhesive, traffic shall be controlled, at the option of the Contractor, with either stationary or moving lane closures. During other operations, traffic shall be controlled with stationary lane closures. Attention is directed to the provisions in Section 84-1.04, "Protection From Damage," and Section 85-1.06, "Placement," of the Standard Specifications.

If components in the traffic control system are displaced or cease to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the components to the original condition or replace the components and shall restore the components to the original location.

STATIONARY LANE CLOSURE: When lane closures are made for work periods only, at the end of each work period, components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, the components may be stored at selected central locations, designated by the Engineer within the limits of the highway right of way.

Each vehicle used to place, maintain and remove components of a traffic control system on multilane highways shall be equipped with a Type II flashing arrow sign which shall be in operation when the vehicle is being used for placing, maintaining or removing the components. Vehicles equipped with Type II flashing arrow sign not involved in placing, maintaining or removing the components when operated within a stationary type lane closure shall only display the caution display mode. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion. The flashing arrow sign shown on the plans shall not be used on the vehicles which are doing the placing, maintaining and removing of components of a traffic control system and shall be in place before a lane closure requiring the sign's use is completed.

PORTABLE CHANGEABLE MESSAGE SIGNS: Portable Changeable Message Signs shall be deployed on State Route 99 to advise approaching drivers of the construction work at each railroad crossing. Approaching drivers must be able to read the entire message for all phases at least twice at the posted speed limit before passing portable changeable message sign. You may use more than 1 portable changeable message sign to meet this requirement.

Only display the message shown on the plans or ordered by the Engineer or specified in this Technical Specification.

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The text of the message displayed on portable changeable message sign must not scroll, or travel horizontally or vertically across the face of the message panel.

Continuously repeat the entire message in no more than 2 phases of at least 3 seconds per phase.

If useable shoulder area is at least 15 feet wide, the displayed message on portable changeable message sign must be minimum 18-inch character height. If useable shoulder area is less than 15 feet wide, you may use a smaller message panel with minimum 12-inch character height to prevent encroachment in the traveled way.

Start displaying a road closed message on portable changeable message signs 5 days before closing each railroad crossing indicating the name of the road to be closed, the date of the closure and the times that the closure will begin and end.

Place portable changeable message sign in advance of the first warning sign for:

1. Each stationary lane closure

Place portable changeable message sign as far from the traveled way as practicable where it is legible to traffic and does not encroach on the traveled way. Place portable changeable sign before or at the crest of vertical roadway curvature where it is visible to approaching traffic. Avoid placing portable changeable message sign within or immediately after horizontal roadway curvature. Where possible, place portable changeable message sign behind guardrail or temporary railing (Type K).

Except where placed behind guardrail or temporary railing (Type K) use traffic control for shoulder closure to delineate portable changeable message sign.

Remove portable changeable message sign when not in use.

Contractor shall obtain an encroachment permit from Caltrans prior to placing portable changeable message signs within the State Route 99 right-of-way.

TEMPORARY PAVEMENT DELINEATION: Temporary pavement delineation shall be furnished, placed, maintained, and removed in conformance with the provisions in Section 12-3.01, "General," of the Standard Specifications and these special provisions. Nothing in these special provisions shall be construed as reducing the minimum standards specified in the CAMUTCD or as relieving the Contractor from the responsibilities specified in Section 7-1.09, "Public Safety," of the Standard Specifications.

When the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place before opening the traveled way to public traffic. Laneline or centerline pavement delineation shall be provided for traveled ways open to public traffic.

Work necessary, including required lines or markers, to establish the alignment of temporary pavement delineation shall be performed by the Contractor. Surfaces to receive application of paint or removable traffic tape temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation, or as determined by the Engineer.

Temporary pavement markers and removable traffic tape that conflicts with a new traffic pattern or that is applied to the final layer of surfacing or existing pavement to remain in place shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

Temporary pavement delineation shall be used on or adjacent to lanes open to public traffic for a maximum of 14 days. Before the end of the 14 days, the permanent pavement delineation shall be

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placed. If the permanent pavement delineation is not placed within the 14 days, additional temporary pavement delineation shall be provided by the Contractor at no additional cost to the Department. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the Engineer.

Painted traffic stripe used for temporary delineation shall conform to Section 84-3, "Painted Traffic Stripes and Pavement Markings," of the Standard Specifications, except for payment. The number of coats shall be, at the option of the Contractor, either one or 2 coats. The quantity of painted traffic stripe used for temporary delineation will not be included in the quantities of paint traffic stripe to be paid for.

TEMPORARY LANELINE AND CENTERLINE DELINEATION: When lanelines or centerlines are obliterated, the minimum laneline and centerline delineation to be provided shall be temporary pavement markers placed at longitudinal intervals of not more than 24 feet. The temporary pavement markers shall be the same color as the laneline or centerline the markers replace. Temporary pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (6 months or less) in "Prequalified and Tested Signing and Delineation Materials" of these special provisions. Temporary pavement markers shall be placed in conformance with the manufacturer's instructions and shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place pavement markers in areas where removal of the markers will be required.

Temporary laneline or centerline delineation consisting entirely of temporary pavement markers shall be placed on longitudinal intervals of not more than 24 feet.

Full compensation for furnishing, placing, maintaining, and removing temporary pavement markers used for temporary laneline and centerline delineation and for providing equivalent patterns of permanent traffic lines for these areas when required shall be considered as included in the contract prices paid for the items of work that obliterated the laneline and centerline pavement delineation and no separate payment will be made therefor.

Full compensation for furnishing, placing, and maintaining temporary painted laneline and centerline pavement delineation shall be considered as included in the contract prices paid for the items of work that obliterated the laneline and centerline pavement delineation and no separate payment will be made therefor.

D. MEASUREMENT AND PAYMENT

Traffic Control System will be paid on a lump sum basis and no measurement of quantities will be made.

Payment for traffic control system will be made at the lump sum price bid in the Proposal, which shall include full compensation for furnishing all materials, labor, tools, equipment, and incidentals and for doing all the work necessary to provide the traffic control system, including the costs associated with obtaining a Caltrans encroachment permit, as shown on the plans, as specified in these specifications, and as directed by the Engineer.

APPENDIX A

CERTIFICATE OF INSURANCE



Return Completed Certificate to
 City of Orlando
 815 Fourth Street
 Orlando, CA 95963

CERTIFICATE OF INSURANCE
 TO
CITY OF ORLAND
CALIFORNIA ("the City")
 A Municipal Corporation

Only this Certificate
 of Insurance form
 will be accepted

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

Insured _____
 Address _____

Description of operation/locations/products insured (shown contract name and/or number, if any): _____

POLICIES AND INSURERS	LIMITS Bodily Injury Property Damage	POLICY NUMBER	EXPIRATION DATE
Worker's Compensation _____ (Name of Insurer) Best's Rating _____	 Employer's Liability \$ _____		
Check policy type: Comprehensive General Liability _____ or Commercial General Liability _____ _____ (Name of Insurer) Best's Rating _____	"Claims Made" _____ "Occurrence" _____ Each Occurrence Each Occurrence \$ _____ \$ _____ Or Combined Single Limit \$ \$ _____ Aggregate \$ _____		
Business Auto Policy Liability Coverage Symbol _____ _____ (Name of Insurer) Best's Rating _____	Each Person \$ _____ Each Accident \$ _____ \$ _____ or Combined Single Limit \$ _____		
Umbrella Liability _____ (Name of Insurer) Best's Rating _____	"Claims Made" _____ "Occurrence" _____ Occurrence/ Aggregate \$ _____ Self-Insured Retention \$ _____		

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

All of the above policies expressly provide therein that they shall not be canceled by the insurer until 30 days written notice of the intended cancellation thereof has first been given to the City of Gridley by the insurer.

Agency or Brokerage

Insurance Company

Address

Home Office

Name of Person to be Contacted

Authorized Signature

Date

Telephone Number

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

