



Town of
Yucca Valley

Yucca Valley, California

CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
TOWNWIDE SLURRY/CAPE/CRACK SEAL PROJECT
TOWN PROJECT No. 7037/8340

April 2, 2025

PREPARED UNDER THE DIRECTION OF

Alex Qishta, P.E.
Director of Public Works

Signature



Bids will be received up to the hour of 3:30 P.M. on Thursday, May 1 2025

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NOTICE INVITING SEALED BIDS OR PROPOSALS

Pursuant to a Resolution of Town Council of the Town of Yucca Valley, directing this notice, NOTICE IS HEREBY GIVEN that the Town of Yucca Valley will receive at the office of Town Clerk of the Town of Yucca Valley, located at 57090 29 Palms Hwy., Yucca Valley, California 92284 on or before the hour of 3:30 o'clock P.M. on the **Thursday, May 1, 2025**, sealed bids or proposals for the Construction of:

Project No. 7037/8340:

TOWNWIDE SLURRY/CAPE/CRACK SEAL PROJECT

in said Town of Yucca Valley. Bids will be opened and publicly read immediately thereafter.

Bids must be made on a form provided for the purpose, addressed to the Town of Yucca Valley marked: Bid for Construction of

Project No.7037/8340:

TOWNWIDE SLURRY/CAPE/CRACK SEAL PROJECT

Non-Mandatory Pre-Bid Meeting will be held on **Tuesday April 15, 2025, at 10:00 a.m.**, in the Community Development and Public Works Conference Room at 58928 Business Center Drive, Yucca Valley, CA 92284.

PREVAILING WAGE: Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the Contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the office of the Town Engineer, 58928 Business Center Drive, Yucca Valley, CA 92284, and are available to any interested party on request. The Town also shall cause a copy of such determinations to be posted at the job site. . These wages are available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/dir/databases.html>. General prevailing wage rates, in effect ten (10) days prior to the actual Bid Opening, which have been predetermined and are on file with the California Department of Industrial Relations are referenced and made a part thereof.

Pursuant to Labor Code § 1775, the Contractor shall forfeit, as penalty to the Town, not more than fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under the attached contract, by him or by any subcontractor under him, in violation of the provisions of said Labor Code.

In accordance with the provisions of § 1777.5 of the Labor Code, as amended, and in accordance with the regulations of the California Apprenticeship Council, properly indentured apprentices may be employed in the prosecution of the work. Attention is directed to the provisions in §§ 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

SUBCONTRACTED WORK: The name, Contractor License Number and location of business of any subcontractor who will perform work exceeding 1/2 of 1% of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater, must be submitted with the bid. Any other information regarding the foregoing subcontractors that is required by Town to be submitted may be submitted with the bid, or may be submitted to Town up to 24 hours after the deadline established herein for receipt of bid. The additional information must be submitted by the bidder to the same address and in the same form applicable to the initial submission of bid.

INELIGIBLE SUBCONTRACTORS: The successful bidder shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Section 1999.1 or 1777.7 of the Labor Code.

YOU MUST SUBMIT with your proposal cash, cashier's check, certified check, or bidder's bond, payable to the Town of Yucca Valley in an amount equal to at least ten percent (10%) of the bid as a guarantee that the bidder will enter into the contract if the same is awarded to him, and in the event of failure to enter into such contract said cash, cashier's check, certified check, or bond shall become the property of the Town of Yucca Valley. If the Town of Yucca Valley awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied to the difference between the low bid and second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.

The Contractor shall be required to post a bond in the amount of 100% of the contract price and a labor and material bond equal to 50% of the contract price. No proposal will be considered from a Contractor who is not licensed as a **Class "A" or APPROPRIATE CLASS** contractor, at time of bid, or to whom a proposal form has not been issued by the Town of Yucca Valley.

The work is to be done in accordance with the plans and specifications on file in the Office of the Town Engineer. Electronic Copies of the specifications shall be available to be downloaded (copied) from the TOWN's website for bids/public works.

The Contractor may, upon the Contractor's request and the Contractor's sole cost and expense, substitute authorized securities in lieu of moneys withheld (performance retention).

The successful bidder will be required to enter into a contract satisfactory to the Town of Yucca Valley. The Town of Yucca Valley reserves the right to reject any and all bids, or to waive any irregularities in the bids.

By: _____
Town Clerk
Town of Yucca Valley

CONTRACT DOCUMENTS



CONSTRUCTION AGREEMENT

By and Between

TOWN OF YUCCA VALLEY

and

PROJECT

PROJECT

TOWN PROJECT No.: _____

**AGREEMENT FOR CONSTRUCTION SERVICES
BETWEEN THE TOWN OF YUCCA VALLEY
AND _____**

THIS AGREEMENT FOR CONSTRUCTION SERVICES (herein "Agreement") is made and entered into this ___ day of _____, 20__ by and between the Town of Yucca Valley, a general law city ("Town") and _____ ("Contractor"). Town and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

- A. Town has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.
- B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the Town to perform those services.
- C. Pursuant to the Town's Municipal Code, Town has authority to enter into and execute this Agreement.
- D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. WORK OF CONTRACTOR.

1.1 Scope of Work.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Work" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the Town entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the work required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required

hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor’s Proposal.

This Agreement shall include the Request for Proposals or Invitation for Bids (“Contract Documents”) and the Scope of Service shall include the Contractor’s scope of work in Contractor’s accepted bid proposal (“Accepted Bid”). The Contract Documents and Accepted Bid shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contract Documents, Accepted Bid and/or this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed of and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the Town and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties, and interest, which may be imposed by law and arise from or are necessary for the Contractor’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless Town, its officers, employees or agents of Town, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against Town hereunder.

1.5 Familiarity with Work.

(a) By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

(b) Contractor shall promptly, and before the following conditions are disturbed, notify the Town, in writing, of any (i) material Contractor believes may be hazardous waste as defined Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface, unknown or latent conditions, materially different from those indicated; or (iii) unknown physical conditions at the site of any

unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, and will materially affect the performance of the services hereunder.

(c) Town 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 Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 1.10 of this Agreement.

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

1.6 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by Town, except such losses or damages as caused by Town's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without Town's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.7 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Town of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Town in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one-year period, commencing with the date of acceptance

of such corrected work. Contractor shall perform such tests as the Town may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Town, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Town by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Town. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the Town, the Town shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Town for any expenses incurred hereunder upon demand.

1.8 Prevailing Wages.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Town shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Town, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Work and Change Orders.

(a) Town shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra

work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("Change Order"). All Change Orders must be signed by the Contractor and Contract Officer prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or any increase in the time to perform of up to one hundred eighty (180) days; and does not materially affect the work and which are not detrimental to the work or to the interest of the Town, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the Town Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Schedule of Compensation in Exhibit "C". If the rates in the Schedule of Compensation do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and Contract Officer. If the cost of the Change Order cannot be agreed upon, the Town will pay for actual work of the Change Order completed, to the satisfaction of the Town, as follows:

(i) Labor: the cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: the cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other Town authorized services and expenditures in such detail as the Town may require. Failure to submit a daily report by the close of the next working day may, at the Town's sole and absolute discretion, waive the Contractor's rights for that day.

It is expressly understood by Contractor that the provisions of this Section 1.10 shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to

additional compensation therefor. Town may in its sole and absolute discretion have similar work done by other contractors.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, Town agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed _____ Dollars (\$_____) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified tasks or the percentage of completion of the services less the contract retention; (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the Town. Coordination of the performance of the work with Town is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Contractor shall furnish to Town an original invoice for all work performed and expenses incurred at intervals consistent with the Schedule of Compensation in a form approved by Town's Finance Manager. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The Contractor shall provide Town

will all information detailed on the Town's standard form application for payment to support the invoice.

Town shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by Town, or as provided in Section 7.3. Town will cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to Town warrant run procedures, the Town cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by Town, the original invoice shall be returned by Town to Contractor for correction and resubmission. Review and payment by the Town of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Town, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer shall extend the time for performance in accordance with the procedures set forth in Section 1.10.

The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the Town for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section. Contractor shall be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an act of God, up to five percent of the Contract Sum, in compliance with Public Contract Code section 7105.

3.4 Inspection and Final Acceptance.

Town may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. Town shall reject or finally accept Contractor's work within forth five (45) days after submitted to Town. Town shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. Town's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as to amount to fraud. Acceptance of any work by Town shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty and indemnification and insurance, respectively.

3.5 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

(Name) (Title)

(Name) (Title)

(Name) (Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Principals were a substantial inducement for Town to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of Town. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify Town of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind Town in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against Town, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by Town. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of Town. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to Town's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be such person as may be designated by the Town Manager. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by Town to the Contract Officer. Unless otherwise specified herein, any approval of Town required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the Town Manager, to sign all documents on behalf of the Town required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the Town nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. Town shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of Town and shall remain at all times as to Town a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are

agents or employees of Town. Town shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the Town to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the Town. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the Town) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Town. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of Town.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the Town that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Town and the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the Town to terminate this Agreement for cause.

Contractor shall, at its sole cost and expense, procure and maintain for the duration of the Agreement and two years thereafter, including any extension thereof, insurance against claims for injuries to persons for damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require of the subcontractors to procure and maintain the same insurance for the duration of the Agreement including any extension thereof. Such insurance shall meet at least the following minimum levels of coverage:

(a) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit

shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(b) Workers Compensation Insurance. A policy of workers compensation insurance in such amount as will fully comply with the laws of the State of California including the Labor Code and Employer's Liability limit of \$1,000,000 per accident for bodily injury or disease.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000.

(d) Professional Liability (for Design Build). Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage applicable to the work performed under this agreement shall be continued for five (5) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

(e) Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

(f) Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

(g) If the contractor maintains broader coverage and/or higher limits than the minimums shown above for all policies, the Town requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Town.

(h) Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Town for all work performed by the Contractor, its employees, agents and subcontractors.

(i) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

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

5.2 General Insurance Requirements.

The Town, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Town, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

If the deductible or self-insured retention exceeds \$100,000, it must be approved in advance by the Town. Contractor is responsible for any deductible or self-insured retention and shall fund it upon the Town's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

The policy shall cover inter-insured suits and include a "separation of insureds" or "severability" clause which treats each insured separately.

No work or services under this Agreement shall commence until the Contractor has provided the Town with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the Town. Town reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to Town.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category

Class VII or better, unless such requirements are waived by the Town's Risk Manager or other designee of the Town due to unique circumstances.

All Coverages. Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased.

The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to Town.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the Town, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnors"), or arising from Contractor's reckless or willful misconduct, or arising from Contractor's or indemnors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor's obligation to indemnify the Indemnified Parties applies unless it is finally adjudicated that the liability was caused by the sole negligence, active negligence, or willful misconduct of an Indemnified Party. If a claim is finally adjudicated and a determination made that liability was caused by the sole negligence, active negligence, or willful misconduct of an Indemnified Party, then Contractor's indemnification obligation will be reduced in proportion to the established comparative liability.

(b) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith. The defense obligation includes an obligation to provide independent defense counsel if Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of any Indemnified Party. If it is finally adjudicated that

liability was caused by the sole negligence, active negligence, or willful misconduct of any Indemnified Party, then Contractor may submit a claim to Town for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Indemnified Party.

(c) Contractor will promptly pay any judgment rendered against the Town, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the Town, its officers, agents, and employees harmless therefrom;

(d) In the event the Town, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the Town, its officers, agents or employees, any and all costs and expenses incurred by the Town, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

In addition, Contractor agrees to indemnify, defend and hold harmless the Indemnified Parties from, any and all claims and liabilities for any infringement of patent rights, copyrights or trademark on any person or persons in consequence of the use by the Indemnified Parties of articles to be supplied by Contractor under this Agreement, and of which the Contractor is not the patentee or assignee or has not the lawful right to sell the same.

Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify Town hereunder therefore, and failure of Town to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services and work hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of Town's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from Town's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Performance and Labor Bonds.

Concurrently with execution of this Agreement Contractor shall deliver to the Town, the following:

(a) A performance bond in the amount of the Contract Sum of this Agreement, in the form provided by the Town Clerk, which secures the faithful performance of this Agreement.

(b) A labor and materials bond in the amount of the Contract Sum of this Agreement, in the form provided by the Town Clerk, which secures the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement.

Both the performance and labors bonds required under this Section 5.4 shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement and pays all labor and materials for work and services under this Agreement.

5.5 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the Town ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the Town, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.4 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the Town Council of Town within 10 days of receipt of notice from the Risk Manager.

5.6 Substitution of Securities.

Pursuant to Public Contract Code Section 22300, substitution of eligible equivalent securities for any funds withheld to ensure performance under this Agreement may be permitted at the request and sole expense of the Contractor. Alternatively, the Contractor may, pursuant to an escrow agreement in a form prescribed by Public Contract Code Section 22300, request payment of retentions funds earned directly to the escrow agent at the sole expense of the Contractor.

5.7 Release of Securities.

City shall release the Performance and Labor Bonds when the following have occurred:

- (a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;
- (b) the Work has been accepted; and
- (c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the Labor Bond

until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies, certified copies of accurate payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to Town and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of Town, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the Town shall have access to such records in the event any audit is required. In the event of dissolution of Contractor’s business, custody of the books and records may be given to Town, and access shall be provided by Contractor’s successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the Town in providing the public access to the books and records if a public request for such records is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the Town is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of Town and shall be delivered to Town upon request of the Contract Officer or upon the termination of this Agreement, and Contractor

shall have no claim for further employment or additional compensation as a result of the exercise by Town of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the Town's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to Town of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify Town for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than Town without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the Town Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives Town notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then Town shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify Town should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. Town retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with Town and to provide Town with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by Town to control, direct, or rewrite said response.

6.5 Compliance Monitoring Requirements by Department of Industrial Relations.

Contractor is aware of the requirements of Section 1771.4 of the Labor Code and that if the Services are being performed as part of an applicable "Public Works" project, Contractors

shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

7.2 Disputes; Default.

(a) The occurrence of any of the following is a default by Contractor under this Agreement:

- 1) Contractor refuses or fails to prosecute the work or any part thereof with such diligence as will ensure its completion within the time specified or any permitted extension.
- 2) Contractor fails to complete the work on time.
- 3) Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.
- 4) Contractor fails to supply enough properly skilled workers or proper materials to complete the work in the time specified.
- 5) Contractor fails to make prompt payment to any subcontractor or for material or labor.
- 6) Contractor fails to abide by any applicable laws, ordinances or instructions of Town in performing the work,
- 7) Contractor breaches or fails to perform any obligation or duty under the Agreement and such breach or failure remains uncorrected following Town's notice to Contractor of the breach.

(b) In the event that Contractor is in default, the Town shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the Town may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if

circumstances warrant. During the period of time that Contractor is in default, the Town shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, the Town may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the Town may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the Town to give notice of the Contractor's default shall not be deemed to result in a waiver of the Town's legal rights or any rights arising out of any provision of this Agreement. In the event of such termination, Town will also immediately serve written notice of the termination upon Contractor's surety. The surety will have the right to take over and perform pursuant to this Agreement; provided, however, that if the surety does not give Town written notice of its intention to take over and perform this Agreement within five days after service of the notice of termination or does not commence performance within 10 days from the date of such notice, Town may take over the work pursuant to Section 7.9 below.

7.3 Retention of Funds.

Contractor hereby authorizes Town to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate Town for any losses, costs, liabilities, or damages suffered by Town, and (ii) all amounts for which Town may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, Town may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of Town to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect Town as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by Town of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or

different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. In addition to the claim requirements of Article 8 of this Agreement, Contractor must file a claim pursuant to Government Code Sections 905 et seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the Town the sum of ONE THOUSAND DOLLARS (\$1,000.00) as liquidated damages for each calendar day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The Town may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages. Liquidated damages for delay will cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Town as a result of delay. Liquidated damages will not cover the cost of completion of the work, damages resulting from defective work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from Town (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The Town reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Town, except that where termination is due to the fault of the Town, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without

cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Town may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the Town shall use reasonable efforts to mitigate such damages), and Town may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the Town as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

7.11 Unfair Business Practices Claims.

In entering into this Agreement, Contractor offers and agrees to assign to the Town 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. § 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 related to this Agreement. This assignment shall be made and become effective at the time the Town renders final payment to the Contractor without further acknowledgment of the Parties.

ARTICLE 8. CONSTRUCTION CLAIMS

8.1 All Claims.

Public Contract Code Section 9204 specifies required provisions on resolving public works project contract claims. Those provisions shall apply to any claim (as claimed in defined in Public Contract Code section 9204(c)(1)) by Contractor under this Agreement.

8.2 Claims of \$375,000 or less.

Public Contract Code Sections 20104 et seq. specify required provisions on resolving public works project contract claims of \$375,000 or less. Those provisions shall apply to any claim

(as claim in defined in Public Contract Code Section 20104(b)(2)) by Contractor under this Agreement for \$375,000 or less in addition to the requirements of Section 8.1.

ARTICLE 9. TOWN OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of Town Officers and Employees.

No officer or employee of the Town shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the Town or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of Town or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of Town in the performance of this Agreement.

No officer or employee of the Town shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

9.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, age, color, creed, gender, religion, sex, marital status, national origin, gender identity, gender expression, veteran status, disability, medical condition, pregnancy, childbirth and related medical conditions, military service, sexual orientation, genetic information or testing, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, or other protected class.

9.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ

such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against Town for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse Town for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by Town.

ARTICLE 10. MISCELLANEOUS PROVISIONS

10.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the Town, to the Town Manager and to the attention of the Contract Officer, Town of Yucca Valley, 57090 Twentynine Palms Highway, Yucca Valley, California 92284 and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section. All correspondence relating to this Agreement shall be serialized consecutively.

10.2 Interpretation; Governing Law; Venue.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. Each party has had the opportunity to review this Agreement with legal counsel. This Agreement will be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts will be in the County of San Bernardino, California.

10.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

10.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the Town Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

10.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

10.6 Third-Party Beneficiaries.

Contractor's subcontractor must agree to be bound to the terms of this Agreement to the extent of their scope of work, including but not limited to, terms regarding indemnity and dispute resolution, and must agree that Town is deemed an express third-party beneficiary of their subcontracts. Nothing in this Agreement, however, shall operate to confer such or similar rights or benefits on persons or entities not party to this Agreement.

10.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

TOWN OF YUCCA VALLEY:

Curtis Yakimow, Town Manager

ATTEST:

Lesley Copeland, Town Clerk

APPROVED AS TO FORM:
BURKE, WILLIAMS, & SORENSON, LLP

Thomas Jex, Town Attorney

CONTRACTOR:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Address: _____

Two signatures are required if a corporation.

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

On _____, 20____ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER
- _____
- TITLE(S)

TITLE OR TYPE OF DOCUMENT

- PARTNER(S) LIMITED
- GENERAL

NUMBER OF PAGES

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER _____
- _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

On _____, 20____ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER
- _____
- TITLE(S)
- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER _____
- _____

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
 (NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

SCOPE OF WORK

- I. Project Name:
- II. Project Number:
- III. Project Description:
- IV. The location(s) of the work, its general nature and extent, and the form and general dimensions of the Project and appurtenant work are shown on the Construction Drawings and are hereby made a part of this Agreement as listed herein:

List of Drawings

Refer to Section ____ of the Contract Documents and Specifications

Contractors shall have on file a minimum of one (1) set of Construction Drawings upon which Contractor shall record all variations between the work as built and as originally shown on the Construction Drawings or other Contracts Documents ("Record Drawings"). Record Drawings must be kept at the work site and be accessible at all times during the construction periods and shall be delivered to the Town Engineer within thirty (30) days after completion of the work.

- V. In addition to the requirements of Section 6.2, during performance of the work, Contractor will keep the Town apprised of the status of performance by delivering the following status reports:
 - A.
 - B.
 - C.
- VI. All work is subject to review and acceptance by the Town, and must be revised by the Contractor without additional charge to the Town until found satisfactory and accepted by Town.
- VII. Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic in accordance with the California Manual of Uniform Traffic Control Devices (CA MUTCD), latest edition.
- VIII. Contractor will utilize the following personnel to accomplish the work:

See attached Exhibit "A-1" List of Personnel

**SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)**

SAMPLE

SCHEDULE OF COMPENSATION

- I. Contractor shall perform all tasks as specified in the schedule of values, at the rates specified in the accepted bid. The schedule of value of the accepted bid is attached as Exhibit "C-1".
- II. A retention of five percent (5%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.
- III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Work are approved per Section 1.10.
- IV. The Town will compensate Contractor for the services performed upon submission of a valid invoice. Each invoice is to include:
 - A. Application for payment in the following format AIA G702 and G703.
 - B. Unredacted Certified payroll
- V. The total compensation for the services shall not exceed \$_____ as provided in Section 2.1 of this Agreement.

SCHEDULE OF PERFORMANCE

- I. Contractor shall perform all work timely in accordance with the schedule to be developed by Contractor and subject to the written approval of the Contract Officer.
- II. Contractor shall deliver the project to the Town in accordance to the time frame stated in the accepted Notice to Proceed.
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

SAMPLE

Appendix E of the Title VI Assurances

(US DOT Order 1050.2A)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on

minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

SAMPLE

PREVAILING WAGE DETERMINATION

SAMPLE

SAMPLE

NOTICE TO BIDDERS

If further information is needed regarding this work, please contact:

Victor Ledua – Engineering Technician II
Town of Yucca Valley
Public Works Department, Engineering Division
58928 Business Center Drive
Yucca Valley, CA 92284

Phone: 760-369-6579

FAX 760-228-0084

E-MAIL: vledua@yucca-valley.org

Monday through Thursday from 8:00 A.M. to 5:00 P.M.

All persons obtaining bid packets online will receive email notifications from “Laserfiche Notification” regarding any Addendums that may be issued for this specific project with the message titled “A new correspondence has been added”.

CONTRACTOR PROPOSAL

CONTRACTOR’S PROPOSAL

Company

Address

Telephone Number

State Contractor License Number

Town of Yucca Valley
58928 Business Center
Yucca Valley, California 92284

Ladies and Gentleman:

Pursuant to the Public Notice inviting bids or proposals, the undersigned declares that he has carefully examined the location of the proposed work, that he has examined plans, profiles, and specifications for

Project No. 7037/8340: TOWNWIDE SLURRY/CAPE/CRACK SEAL PROJECT. And read the accompanying proposal requirement, and hereby proposes to furnish all materials and do all work required to complete the said work in accordance with said plans, profiles, specifications, and special provisions for the unit or lump sum price set forth in the Schedule of Work Items.

Unless otherwise specified by the Contractor, the listing of an Item No. of Work shall be conclusive evidence that the subcontractor proposed to perform the Item of Work and shall perform the entirety of the work for that Item No. of Work.

All persons or parties submitting a bid proposal on the project shall complete the following form setting forth the Item Number (as specified in the “Schedule of Work Items”), the name, location, and place of business of each subcontractor who will perform work or labor or render services to the prime Contractor in or about the construction of the work of improvements, or a subcontractor licensed by the State of California, who, under subcontract to the prime Contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (1/2%) of the prime Contractor’s total bid, or, if the bid is for the construction of streets or highways, including bridges, in excess of one-half of one percent

(1/2%) of the prime Contractor’s total bid or ten thousand dollars (\$10,000.00), whichever is greater.

It is noted that if a Contractor fails to specify a subcontract for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except by written consent of the awarding authority. The requirement of the submission of this list, the legal consequences for failure of the Contractor to do so, and other particular details concerning the same shall be as set forth in the “Subletting and Subcontracting Fair Practices Act”, California Public Contract Code (§ 4100, *et seq.*) to which the bidder is hereby referred.

Item No. of Work	Name of Firm or Contractor	Location of Mill, Shop or Office	Sub-Contractor Classification	Town of Yucca Valley Business License No. *

* All Subcontractors are required to obtain a Town of Yucca Valley Business License before a Notice to Proceed may be issued.

The undersigned further agrees that in case of default in executing the required contract with necessary bonds within **ten (10) calendar days** after the notice of award of contract has been mailed, the proceeds of the check or bond accompanying his bid shall become the property of the Town. If the Town awards the contract to the next lowest bidder, the amount of the lowest bidder’s security shall be applied by the Town to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder. The undersigned further agrees to complete the work within **Ninety (90) calendar days** from the execution of the first contract.

Contractor, and any subcontractors utilized, shall be licensed in accordance with the provisions of the Contractor’s License Law, Chapter 9 of Division 3 of the State Business and Professions Code. Additionally, the Contractor must have at the time of bid opening for this project the following classification(s) of Contractor’s license and experience:

Classification

**Classification (A) General Engineering Contractor
OR
Appropriate calcifications that required for the construction**

BIDDER'S INTIATED ACKNOWLEDGEMENT OF ADDENDUMS:

ADDENDUM NO.1 _____ DATE: _____

ADDENDUM NO.2 _____ DATE: _____

ADDENDUM NO.3 _____ DATE: _____

ADDENDUM NO.4 _____ DATE: _____

BIDDING FORM
TOWNWIDE SLURRY/CAPE/CRACK SEAL PROJECT
PROJECT NO. 7037/8340

Name of Bidder _____

The undersigned, having examined the proposed Contracts and having visited the site and examined the conditions affecting the work, hereby and agrees to furnish all labor, materials, equipment, and appliances, and perform operations necessary to complete the work as required by said proposed Contract Documents, excluding work of alternates for. The bids will be awarded on Base Bid.

BID SCHEDULE					
Townwide Slurry/Cape/Crack Seal Project					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	AMOUNT	SUBTOTAL
1	Mobilization per project specifications and bid item- not more than the 2% of bid amount	LS	1		
2	Traffic Control	LS	1		
3	Pavement Markers, Markings, Legends, Striping, and Signage's	LS	1		
4	Furnish and Install Crack Seal	LF	140,000		
5	Furnish and Install Cape Seal	SF	550,000		
6	Furnish and Install Slurry Seal	SF	3,500,000		
7	Adjust Water Valve to Grade	EA	150		
GRAND TOTAL BASE BID ITEMS (In Figures)					
GRAND TOTAL BASE BID ITEMS (In Words)					

TOTAL BASE BID: _____

Signature: _____

Title: _____

Print Name: _____

DIR Number: _____

BUSINESS ADDRESS

PHONE: _____

E-MAIL: _____

DATED: _____

NOTE:

If bidder is a corporation, enter State of Incorporation in addition to Business Address; if a partnership or joint venture, provide full names of all partners or joint venturers.

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

Date: _____
_____ (Contractor)

By: _____
_____ (Title)

Attest:
By: _____
_____ (Title)

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____ participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246 and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000.00, or under, are exempt).

Currently, Standard Form 100 (EE-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filled the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(This affidavit shall be executed by all bidders at the time of bid submittal. Failure to execute the affidavit on this page will result in rejection of bid.)

NON-COLLUSION AFFIDAVIT

To the DEPARTMENT OF PUBLIC WORKS, TOWN OF YUCCA VALLEY, STATE OF CALIFORNIA.

The undersigned in submitting a bid for performing the following work by contract, being duly sworn, deposes and says:

That he or she is of the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; communication, or conference with anyone to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract on anyone interested in the proposed contract; or take any action in restraint of free competitive bidding in connection with such contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Firm Name

Signature of Bidder

Printed Name and Title

Business Address

Place of Residence

Subscribed and sworn to (or affirmed) before me this _____ day of _____ 20____
the above proved to me on the basis of satisfactory evidence to be the person who appeared
before me.

Signed _____
Notary Public in and for the County of _____, State of California.
My Commission expires on _____, _____ Year

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ as Principal, and _____ as Surety, are firmly held and bound unto the Town of Yucca Valley, organized and existing under the laws of the State of California, sometimes referred to as the Town, in the sum of \$ _____ (which is a sum no less than ten (10%) percent of the amount of the total bid) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that, whereas the Principal has submitted to the Town the accompanying Proposal dated _____, for the construction of:

**TOWNWIDE CRACK/SLURRY/CAPE SEAL PROJECT
TOWN PROJECT NO. 7037/8340**

NOW, THEREFORE, if the Principal withdraws said proposal within the period specified in said Proposal, or if the Principal shall not, within ten (10) calendar days after the receipt from the Town of Notice of Award of the Contract for any reason whatsoever except the fault of the Town, enter into the Contract with the Town in accordance with the Principal's Proposal, give bonds with good and sufficient surety and furnish the certificates of insurance as stated in said Proposal, then the above obligation shall be and remain in full force and effect; otherwise it shall be null and void. In the event suit is brought upon this Bond by the Town and judgment is recovered, the surety and sureties shall pay all costs incurred by the Town in such suit, including attorney's fees to be fixed by the court.

Dated: _____, 20_____

(Principal)

(Business Address)

In presence of:

(Address)

END OF BIDDERS BOND

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Town of Yucca Valley, a Charter Town and municipal corporation organized and operating under the laws of the State of California (hereinafter designated as the "Town"), by action taken or a resolution passed _____, 20_____, has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

Contract No. _____ (the "Project"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the Town in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the Town in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or the Town and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way 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 Contract, including but not limited to, the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

(Corporations require two (2) signatures; *one from each* of the following groups: A. Chairman of Board, President, or any Vice President; *AND* B. Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer).

(Corporate Seal) _____
Contractor/ Principal

By _____

Title _____

(Corporate Seal) _____
Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate) Title _____

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
 COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

- Title(s)
- Limited
 - General

- Partner(s)
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
 Name Of Person(s) Or Entity(ies)

Title or Type of Document
Number of Pages
Date of Document
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

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STATE OF CALIFORNIA
 COUNTY OF _____

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evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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- Corporate Officer

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- Limited
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- Partner(s)
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
 Name Of Person(s) Or Entity(ies)

Title or Type of Document
Number of Pages
Date of Document
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF PAYMENT BOND

BIDDER'S FIRM NAME

REFERENCES – **TOWNWIDE CRACK/SLURRY/CAPE SEAL PROJECT**

Project No. 7037/8340

Date _____

The following are the names, addresses, and phone numbers for three public agencies for which BIDDER has performed similar work **within the past two years**:

Public Agency's Name & Address	Type of Project	Contract Amount	Date Completed	Contract Name, Title & Phone Number
1.		\$		
2.		\$		
3.		\$		

DECLARATION OF ELIGIBILITY TO CONTRACT

[Labor Code Section 1777.1; Public Contract Code Section 6109]

The undersigned contractor, certifies and declares that:

1. The undersigned contractor is aware of Sections 1771.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, or being awarded, or performing work as a subcontractor on a public works project for specified periods of time.

2. The undersigned contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.

3. The undersigned contractor is aware of California Public Contract Code Section 6109, which states:

(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

(b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.”

4. The undersigned contractor has investigated the eligibility of each and every subcontractor the undersigned contractor intends to use on this public works project and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____ 2023, at _____, California.

(place of execution)

Signature

Name (print or type)

Title

Name of company

TOWN OF YUCCA VALLEY
NON-DEBARMENT CERTIFICATION

Instructions for Certification.

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why they cannot provide the certification set out below. The certification or explanation will be considered in connection with the Town's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Town determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the Town to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Town or agency entering into this transaction.
6. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.
8. Nothing contained in the foregoing shall be construed to require establishment of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Expect for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower Tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies to the Federal Government, the Town may terminate this transaction for cause or default.

10. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

COUNTY OF _____

STATE OF _____

_____ being first
(President or duly authorized Company official)

duly sworn deposes and says that he is _____
(official capacity)

of _____ with the intention of becoming a primary
(name of company)

participant on Town of Yucca Valley Construction and that he certifies to the best of his knowledge and belief that said company and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property:

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification: and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Further affiant sayeth not.

(Signature)

(Print Name)

SUBSCRIBED AND SWORN to before me a notary public this _____

Day of _____, 20____

Notary Public

My commission expires: _____

GENERAL PROVISIONS
2021 GREEN BOOK, AS MODIFIED

TOWN OF YUCCA VALLEY GENERAL PROVISIONS

The Standard Specifications for the Town of Yucca Valley shall be the **STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2021 EDITION** (sometimes hereinafter referred to as the *Green Book*), written and promulgated by the Southern California Chapter, American Public Works Association, and Southern California Districts Associated General Contractors of California Joint Cooperative Committee, including all published amendments thereto except for the following amendments, deletions and modifications.

Any conflict arising between these modifications and the Standard Specifications for Public Works Construction shall be resolved by the Engineer, whose decision shall be final.

Modifications to the Standard Specifications for Public Works Construction.

The following amendments, additions and deletions shall be incorporated into the Green Book:

SECTION 1 - GENERAL

1-2 Terms and Definitions.

Agency - The Town of Yucca Valley

Board - The Mayor and Town Council of the Town of Yucca Valley

Clerk or Town Clerk – The Town Clerk of the Town of Yucca Valley

Engineer or Town Engineer - The Town Engineer of the Town of Yucca Valley or his or her designee.

Laboratory - The official testing laboratory of the Agency or other laboratories designated, in writing, by the Engineer.

1-6 – Bidding and Submission of Bid

Section 1-6 of the Green Book hereby amended, as follows:

1-6.3 Availability of Plans and Specifications: Plans and specifications may be examined at the Office of the TOWN Engineer. Copies of the plans and specifications are available at the Office of the Town Engineer. Copies of the Notice to Bidders and proposal forms may be obtained from the Town Engineer.

1-6.4 Approximate Estimate: The quantities given in the Notice to Bidders, proposal and contract forms are approximate only, being given as a basis for the comparison of bids, and the Agency does not, expressly or by implication, agree that the actual amount of work will correspond therewith. For work bid on a lump sum price basis, any estimate of quantities is provided for the convenience of Bidders and for comparison of bids and is not guaranteed to be correct by the Agency.

1-6.5 Examination of Plans, Specifications and Site of the Work. The Bidder shall carefully examine the site of the work contemplated and the proposal, plans,

specifications and contract forms therefore. It will be assumed that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of these specifications, the plans and the contract.

1-6.6 Proposal Form: All proposals must be submitted on forms for that purpose furnished by the Agency. Letters of transmittal cannot be considered as part of the bid. All proposals shall give the prices proposed, both in writing and figures, and shall be signed by the Bidder, who must give his address. The Bidder shall fill out all blanks in the proposal form as therein required. In case of error, unit prices will govern over extensions and written words will govern over numerals, unless it can be established that an obviously incorrect entry has been made.

1-6.7 Rejection of Proposals Containing Alterations or Irregularities: Proposals may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, or irregularities of any kind. When proposals are signed by an agent, other than an officer or manager of a corporation or a member of a partnership, a power of attorney or written authorization must be on file with the Agency prior to opening bids or shall be submitted with the proposal; otherwise, the proposal will be rejected as irregular and unauthorized.

1-6.8 Proposal Guaranty: All bids shall be presented in a sealed envelope and shall be accompanied by "Proposal Guaranty" made payable to the Agency and for an amount equal to at least ten percent (10%) of the bid unless otherwise specified on the "Notice Inviting Sealed Bids or Proposals." Said guaranty shall be cash, an unconditional certified or cashier's check, a bank or postal money order or bid bond executed as surety by a corporation authorized to issue surety bonds in the State of California.

1-6.9 Withdrawal of Proposals: Any bid may be withdrawn at any time prior to, but not after, the hour fixed in the public notice for the opening of bids, provided that a request in writing executed by the Bidder or his duly authorized representative, for the withdrawal of such bid is filed with the Clerk. The withdrawal of a bid shall not prejudice the right of a Bidder to file a new bid.

1-6.10 Disqualification of Bidders: More than one proposal from an individual, a firm or partnership, a Corporation or an association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Bidder is interested. If there is reason for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in this or future proposals. Proposals in which the prices are unbalanced may be rejected.

1-6.11 Competency of Bidders: Prior to the submission of bids, the Contractor shall be licensed in accordance with the provisions of Chapter 9 of Division III of the Business and Professional Code of the State of California and evidence of such license shall be presented to the Engineer on request. The Engineer may require the Bidder to present satisfactory evidence that he has sufficient experience and that he is fully prepared with the necessary capital, materials, machinery and skilled workmen to carry out the contract.

1-6.12 Material Guaranty: Before any contract is awarded, Bidders may be required to furnish a complete statement of the origin, composition and manufacture of any or all materials to be used in the construction of the work, together with samples, which samples may be subjected to the tests provided for in these specifications to determine their quality and fitness for the work.

1-6.13 Progress Schedule: The successful bidder shall submit a progress schedule showing thereon the time he proposes to occupy in prosecuting the various major divisions of the work and his proposed sequence of operations.

Subsection 1-7 Award and Execution of Contract: of the *Green Book* hereby is **amended** to read as follows:

1-7.2 Contract Bonds: of the *Green Book* dealing with the "Payment Bond" (Labor and Material Bond) hereby is **amended** as follows:

Payment bond shall be:

1. One hundred percent of the total amount payable by the terms of the contract when the total amount payable does not equal or exceed five million dollars (\$5,000,000).
2. Fifty percent of the total amount payable by the terms of the contract when the total amount payable is not less than five million dollars (\$5,000,000) and does not exceed ten million dollars (\$10,000,000).
3. Twenty-five percent of the total amount payable by the terms of the contract if the contract exceeds ten million dollars (\$10,000,000).

1-7.3 Consideration of Bids: Bids will be opened publicly by the Town Engineer or a designated representative on the date and at the time set forth in the "Notice Inviting Sealed Bids or Proposals." The right is reserved by the Agency by action of the Board to reject any or all bids, to advertise for new proposals, to negotiate in the open market for a contract at a reasonable price, to purchase in the open market, or to have the work performed by Agency employees, or to abandon the work if, in the judgment of the Board, the best interest of the Agency will be promoted thereby.

1-7.4 Award of Contract: The award of the contract, if it be awarded, will be to the lowest responsible Bidder whose proposal complies with all the requirements prescribed. The award, if made, will be made within Sixty (60) calendar days after the opening of the proposals.

All bids will be compared on the basis of the Agency's estimate of the quantities of work to be done.

1-7.5 Return of Proposal Guarantees: All proposal guarantees will be held by the Agency until the contract has been signed, after which they will be returned to the respective bidders whose proposals they accompany. If bids are rejected, the proposal guarantees will be returned after the date of the rejection.

1-7.6 Execution of Contract: The contract shall be signed by the successful Bidder and returned together with the contract bonds, within ten (10) calendar days after the Notice of Award of Contract has been mailed, unless otherwise specified by the Agency.

SECTION 2-SCOPE OF WORK -----[NO CHANGES]

SECTION 3-CONTROL OF WORK

Subsection 3-1 Assignment: of the *Green Book* is hereby **amended**, as

3-1.01 **General** – The award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed. The award of the contract will be made by the Mayor and the Common Council at a Council meeting. **The bidder, to whom the contract is awarded, shall file with the Engineer all required bonds and insurance policies, and execute the contract within 10 calendar days after receiving notification of the award.** Failure to file the stipulated documents and execute the contract within the prescribed time shall constitute good and sufficient grounds for rescission of the award and payment of 10% of the bid to the Town as liquidated damages.

3-1.02 **Contract Bonds** -- The Payment and Faithful Performance Bonds shall be filed with the Engineer before the Notice to Proceed is executed by the TOWN. In accordance with Section 2-4, "CONTRACT BONDS", of the Standard Specifications, the contract bonds, including Payment Bond (Material and Labor Bond) and Performance Bond shall be underwritten by a surety company having a rating in Best's most recent Insurance Guide of "A" or better. Bonds must be issued by a surety who is listed in the latest version of U.S. Department of Treasury Circular 570 and is authorized to issue bonds in the State of California.

The Contractor shall provide to the TOWN three (3) original "wet" copies of Payment and Performance Bonds equal to 100% of the award amount of the contract.

3-1.03 **Disqualification Of Bidders** -- In the event that any Bidder acting as a prime contractor has an interest in more than one bid, all such bids will be rejected and the Bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one Bidder and, while doing so, may also submit a formal bid as a prime contractor.

No contract will be executed unless the Bidder is licensed in accordance with the provisions of the State Business and Professions Code.

The Contractor shall fill out all documents contained in the Bid Document section

and comply with all the requirements of the Bid Documents and specifications contained in the Special Provisions. Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to BMP/SWPPP, traffic control and detour plans, WQMP or escrowed bid documents, where applicable, will delay the issue of the Notice to Proceed., and such delay will subject the bidder to a negative determination of the bidder's responsibility should the bidder choose to participate in future public works bid offerings.

3-1.04 Award Of Contract -- Following a review of the bids, the TOWN shall determine whether to award the contract or to reject all bids. The award of contract, if made, will be to the lowest responsible Bidder as determined solely by the TOWN. Additionally, the TOWN reserves the right to reject any or all bids, to accept any bid or portion thereof, to waive any irregularity and to take the bids under advisement for the period of time stated in the legal Notice Inviting Sealed Bids as may be required to provide for the best interest of the TOWN. The Contractor's original signature on the Bid Form shall constitute a commitment on the part of the Bidder to furnish the items as set forth in the Bid Form, the Special Provisions-Instructions to Bidders, the Plans, the Standard Specifications, the Notice Inviting Sealed Bids and Addenda, together with any attachments. The Bidder to whom the contract is awarded shall be notified upon approval of the contract by the Mayor and Common Council. The Bid Form, the Special Provisions-Instructions to Bidders, the Plans, the Standard Specifications, the Notice Inviting Sealed Bids and Addenda, together with any attachments, shall be considered as part of the contract between the TOWN and the Contractor to whom the contract is awarded. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Bidder to whom the award is contemplated.

Subsection 3-5 Inspection: of the *Green Book* is hereby **amended**, as follows:

Add the following paragraphs at the end of Subsection:

The Contractor shall give the Engineer notice of the time when he or his subcontractors will start the various units of operations of the work. Notice shall be given at least forty-eight (48) hours in advance of starting or resumption time exclusive of Saturdays, Sundays or holidays, for the purpose of permitting the Engineer to make the necessary assignment of his representative or inspector on the work. Any work performed by the Contractor or his subcontractors in conflict with said notice shall be removed if so ordered by the Engineer or his representative or inspector on the work.

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work or unsuitable materials may have been previously overlooked by the Engineer and accepted or estimated for payment.

Any project undertaken by the Agency in cooperation with, or under the control or supervision of, another public or quasi-public entity shall be subject, at all times, to inspection by the participating entity.

Subsection 3-10 Surveying: of the *Green Book* is hereby **amended**, as follows:

A new **Subsection 3-10.2** is **added** to the *Green Book*:

3-10.2 Survey Service:

The Contractor shall provide construction survey and construction staking to establish grades per plans and specifications, furnish all labor, materials, equipment to complete the surveying task at no extra cost to the Agency.

All disturbed street monumentation from the Contractor operations shall be replaced by the Contractor in accordance with the Town Standards by a Licensed Land Surveyor or an authorized Civil Engineer in the State of California. Corner Ties or Centerline Ties must be filed with the County by the Contractor.

All costs involved in construction survey shall be included in the various contract items of work and no additional compensation will be allowed therefore.

Subsection 3-12 Work Site Maintenance: of the *Green Book* is hereby **amended**, as follows:

3-12.6.3 Storm Water Pollution Prevention Plan (SWPPP). DELETE in its entirety and SUBSTITUTE the following:

Unless specifically prepared for the project and included in the Appendix, the Contractor shall be required to prepare a Storm Water Pollution Prevention Plan (SWPPP) for this project, which shall be submitted to the Engineer for review and approval at the Pre-Construction Conference. The Contractor's attention is directed to the California Department of Transportation (Caltrans) website at:

www.dot.ca.gov/hq/construc/stormwater/manuals.htm

The Caltrans website contains SWPPP templates and other important information that may be useful in the preparation of a SWPPP for public works projects. The Contractor shall ensure that the SWPPP prepared for this project complies with the requirements of General Permit No. CAS000002 and Regional Board Order No. R8-2010-0036, NPDES No. CAS 618036.

Additionally the Contractor shall guarantee that the SWPPP complies with the following measures from the Regulatory Permits and Environmental Commitment Measures:

- Projects shall not discharge substances in concentrations toxic to human, plant, animal, or aquatic life or that produce detrimental physiological responses.
- Projects shall not discharge waste classified as "hazardous" as defined in Title

22 CCR section 66261 and the California Water Code section 19179;

- No oil, petroleum products, or rubbish shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into waters of the United States.
- No equipment maintenance will be done within or near any stream channel where petroleum products or other pollutants from the equipment may enter waters of the United States.
- Equipment refueling shall not occur within waters of the United States.
- Any oil or grease leaks shall be immediately cleaned up. Upon approval of the SWPPP by the Engineer, the Town shall submit a Notice of Intent (NOI) to the Regional Water Quality Control Board (RWQCB). Although this project is subject to Board Order 2009-0009-DWQ General Permit No. CAS000002, the Contractor does not need to file a Notice of Intent for coverage under the State Water Resources Control Board's General National Discharge Elimination System (NPDES) Permit for Discharges of Storm Water Runoff Associated with Construction Activity (Statewide General Permit) provided the Notice of Intent is filed with the RWQCB, in accordance with Board Order No. R8-2010-0036, NPDES No. CAS 618036. The Contractor shall refer to and comply with all requirements of the NPDES Permit, available for review online at:

www.waterboards.ca.gov/rwqcb8/board_decisions/adopted_orders/orders/2010/10_036_SBC_MS4_Permit_01_29_10.pdf

The Contractor shall ensure that the SWPPP is developed and amended or revised by a Qualified SWPPP Developer (QSD). The Contractor shall ensure that Best Management Practices (BMPs) within the SWPPP are implemented by a Qualified SWPPP Practitioner (QSP). To demonstrate compliance with requirements of this General Permit, the QSD shall include information in the SWPPP that supports the conclusions, selections, use, and maintenance of BMPs.

The Contractor shall designate the QSD and QSP, as the case may be, as the individuals directly responsible for and implementing the SWPPP requirements and maintenance of the documentation contained therein, during the course of construction until the project has been accepted as complete by the Town. The Contractor shall keep the SWPPP at the project site and make it available for review upon request of a representative of the RWQCB or the Engineer.

The Construction Superintendent shall prepare a Construction Schedule and BMP Sequencing Schedule for the project and include it into the SWPPP at the designated location.

Special Note: The Contractor shall ensure it has prepared, *in advance*, the required SWPPP for submittal at the Pre-Construction Conference. Failure to have prepared an adequate SWPPP for submittal at the Pre-Construction Conference

will delay Contractor's start of work, however, the Notice to Proceed shall be issued and working days shall commence, regardless of construction work occurring due to the Contractor's delay in preparing and submitting an adequate SWPPP for the Engineer's approval. The Construction Superintendent shall prepare a Notice of Termination (NOT), included in the SWPPP, and submit it to the RWQCB following acceptance of the work by the Town, but prior to final payment.

Throughout the duration of the work, the Construction Superintendent shall ensure the following construction storm water monitoring actions are performed:

- Conduct site inspections before and after storm events.
- Conduct inspections of construction sites prior to anticipated storm events and after actual storm events to identify areas contributing to a discharge of storm water associated with construction activity and evaluate whether control practices to reduce pollutant loadings identified in the SWPPP are adequate and properly implemented or whether additional control practices are needed. A record of the inspections must include the date of the inspection, the individual(s) who performed the inspection, and the observations.
- Any noncompliance or anticipated noncompliance shall be reported to the Engineer immediately, for reporting to the Regional Water Quality Control Board (RWQCB). The notifications shall identify the type(s) of noncompliance, describe the actions necessary to achieve compliance, and include a time schedule, subject to the modifications by the RWQCB, indicating when compliance will be achieved.

The Contractor shall maintain a copy of the General Storm Water Permit and the SWPPP at the construction site and shall make the General Storm Water Permit available to operating personnel and local, State, and Federal agencies' representatives during construction activities. Should the Contractor elect not to have a construction field office, the Engineer will, on request, reserve filing space within the facilities for Town Inspection Personnel to assist in complying with this requirement. The Contractor shall allow authorized agents of the California Regional Water Quality Control Board (Regional Board), State Water Resources Control Board, U.S. Environmental Protection Agency, and local storm water management agencies, upon the presentation of credentials and other documents as may be required by law, to:

1. Enter, at reasonable times, upon the construction site and the Contractor's facilities pertinent to the work.
2. Have access to and copy, at reasonable times, any records that must be kept as specified in the General Storm water Permit.
3. Inspect, at reasonable times, the construction site and related erosion and sediment control measures.
4. Sample or monitor, at reasonable times, for the purpose of ensuring compliance with the General Storm water Permit.
5. The Contractor shall grant Regional Water Board staff, or an authorized representative, upon presentation of credentials and other documents as may be required by law, to enter the project site at reasonable times, to ensure compliance with the terms and conditions of the WQC and/or to

determine the impacts the project may have on waters of the United States.

Prior to commencing work, the Contractor shall make such amendments to the SWPPP as are required to make it coincide with the Contractor's planned operations and submit the amendments to the Engineer for approval and file. The amendments shall include an Erosion Control Plan (ECP), described in Section "Construction Project Diversion and Control of Water", along with any plan for water pollution control measures. The amended and approved SWPPP shall be kept at the project field office.

The Contractor is notified that the SWPPP must be amended from time to time during construction to reflect actual construction practices and such amendments shall be submitted to the Engineer within five (5) working days of the Engineer's written request. If the Contractor plans to amend the SWPPP, due to field conditions or any other reason, he shall propose the necessary amendments to the Engineer for approval at least five (5) working days prior to implementation.

The SWPPP and amendments shall not be construed to be a waiver of the Contractor's obligation to review and understand the General Storm Water Permit before submitting a Bid. By submitting a Bid, the Contractor acknowledges satisfaction as to the requirements of the General Storm Water Permit.

Payment – Full compensation for compliance with the provisions of Subsection 3-12.6.3 "**Storm Water Pollution Prevention Plan (SWPPP)**," of the Standard Specifications, and as amended by these Special Provisions, shall be considered as included in the lump sum bid item price for "**Mobilization**," or will be paid for at the bid item price for "**Water Pollution Control**," (if indicated), which price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved to establish, implement, monitor and maintain the BMP's required by the SWPPP, and no additional compensation shall be allowed therefore. The Contractor shall be responsible for payment of any administrative fines that may be imposed on the Town due to the Contractor's failure to comply with the terms of the applicable permits regulating Water Pollution Control. Administrative fines, if imposed, will be withheld from the Contractor's payments.

SECTION 4. CONTROL OF MATERIALS - [No Changes]

SECTION 5. LEGAL RELATIONS AND RESPONSIBILITIES

Subsections of Section 5 of the *Green Book* hereby is **amended** to read:

Laws and Regulations: The Contractor shall keep himself fully informed of all State and National laws and all municipal ordinances and regulations of the Agency which in any manner affect those engaged or employed in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

The Contractor shall at all times observe and comply with, and shall cause all his

agents and employees to observe and comply with all such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the Agency, the Board and the Engineer, and all of its and their officers and agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees. If any such discrepancy or inconsistency is discovered in the plans, drawings, specifications or contract for the work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same in writing to the Engineer.

5-3.2 Prevailing Wage: Notice is hereby given that in accordance with the provisions of California Labor Code, Part 7, Chapter 1, Articles 1 and 2, the Contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holidays and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the office of the Town Clerk or Secretary of the Agency issuing the contract, 201 North D Street, San Bernardino, California, and are available to any interested party on request. The Agency also shall cause a copy of such determinations to be posted at the job site.

The Contractor shall forfeit, as penalty to the Agency, not more than fifty dollars (\$50.00) for each laborer, worker or mechanic employed for each calendar day or portion thereof such laborer, worker or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under the attached contract, by him or by any subcontractor under him, in violation of the provisions of said Labor Code.

5-3.2.1 Taxes: The Agency is liable for the State Sales Tax and where the County of purchase has adopted the Uniform Sales Tax Law and a Town and/or County tax is collected by the State the Agency is liable for this tax also. Include this tax in the amount bid.

The Agency is exempt from the Federal Excise Tax and exception certificates will be furnished. In certain instances, the bidder and subcontractor may be liable for Federal Excise Tax. Bidder must determine whether Federal Excise Tax is chargeable to him and, if so, the amount of the tax should be included in the amount bid.

Any new or additional taxes levied after the adoption of these specifications that are payable by the Agency are not to be included in the price bid, but added thereto when invoiced.

5-3.2.2 Responsibility for Damage: The Agency, the Board and the Engineer shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any materials or equipment used in performing the work; or for injury or damage to person or persons, either workmen or the public; or for damage to adjoining property from any cause whatsoever during the progress of the work or at any time before final acceptance.

The Contractor shall be held responsible for any and all loss, accidents, injury or damage to persons or property which may be the result of this contract and for

which the Agency might be held liable. He shall protect and indemnify the Agency and save it harmless in every way from all claims, suits, or acts of law for damage or injury to persons or property that may arise or be occasioned in any way because of this contract. The Board may retain so much of the money due the Contractor as shall be considered necessary, until disposition as been made of such suits or claims for damages as aforesaid.

5-3.2.3 Contractor's Responsibility for Work: Until the formal acceptance of the work by the Engineer, the Contractor shall have the charge and care thereof except as provided in § 7-2.2.5 and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any cause before final acceptance and shall bear the expense thereof, except such injuries or damages as occasioned by acts of war.

5-3.2.4 Correction for Errors, Recovery for Errors, Dishonesty or Collusion: The Agency reserves the right to correct any error that may have been made in any estimate that has been paid. The Agency also reserves the right to claim and recover by process of law, any sums sufficient to correct any error or make good any deficiency in the work resulting from such error or from dishonesty or collusion between any of the parties or individuals having dealings pursuant to the construction of the work, regardless of when such error, dishonesty or collusion shall be discovered.

5-3.2.5 Rights in Materials and Salvage: Ownership of material incorporated in the work is vested in the name of the Agency. Any material delivered and paid for in part by the Agency or any material furnished by the Agency to be incorporated in the work, is or becomes the property of the Agency. Any salvageable materials or installations existing at the site of the work (such as manhole rings and covers, catch basin gratings, angle iron, pipe railings, valve boxes and lamp pole boxes, and other steel, cast iron or metallic materials) that are the property of the Agency if they are to be removed shall be delivered F.O.B. the storage yard designated by the Agency. The salvageable materials shall be cleaned of clinging concrete and debris and delivered to the storage yard in the same condition as it existed prior to removal, unless the Contractor is instructed otherwise by the Engineer.

5-3.4.1 Day's Work: Eight (8) hours of labor shall constitute a legal day's work for all workers employed in the execution of this contract and this Contractor and any subcontractor under him shall comply with and be governed by the laws of the

State of California having to do with working hours as set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

The Contractor shall forfeit, as a penalty to the Agency, twenty-five (\$25.00) for each laborer, worker or mechanic employed in the execution of the contract, by him or any subcontractor under him, upon any of the work hereinbefore mentioned, for each calendar day during which said laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in violation of said Labor Code.

Contractor agrees to pay travel and subsistence pay to each worker needed to execute the work required by this contract as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code § 1773.8.

5-3.5 Apprentices: In accordance with the provisions of § 1777.5 of the Labor Code as amended by Chapter 971, Statutes of 1939, and in accordance with the regulations of the California apprenticeship Council, properly indentured apprentices may be employed in the prosecution of the work.

Attention is directed to the provisions in §§ 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

Section 1777.5, as amended, requires the Contractor or subcontractor employing tradesmen in any apprentice occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

- a. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of fifteen percent (15%) in the ninety (90) days prior to the request for certificate, or
- b. When the number of apprentices in training in the area exceeds a ratio of one to five, or
- c. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or
- d. When the Contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The Contractor and subcontractor under him shall comply with the requirements of §§ 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the director of Industrial Relations, *ex-officio* the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

Subsection 5-4 Insurance: of the *Green Book* is hereby **amended**, as follows:

5-4.2 General Liability Insurance: *Replace the second and third paragraphs with the following:*

The Contractor shall maintain coverage with the following minimum limits:

General Liability: \$2,000,000.00 per occurrence and \$4,000,000.00 aggregate for bodily injury, personal injury, and property damage. Commercial General Liability Insurance or other form with a general aggregate limit shall apply separately to this project/location;

Products/Completed Operations: \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate;

Automobile Liability: \$1,000,000.00 per accident for bodily injury and property damage;

Employer’s Liability: \$1,000,000.00 per accident for bodily injury or illness;

Course of Construction: Complete value of the project.

SECTION 6. PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

A new **Subsection 6-1.1.1** is **added** to the *Green Book*:

6-1.1.1 Working Hours: Working hours shall be limited to 7:00 a.m. and 5:00 p.m. unless otherwise authorized, in writing, by the Engineer.

Subsection 6-3.1 of the *Green Book* is **amended** by changing the term "working days" to "calendar days."

SECTION 7 MEASUREMENT AND PAYMENT

Subsection 7-4 Payment For Extra Work: of the *Green Book* is hereby **amended**, as follows:

7-4.3 Markup

7-4.3.1 Work by Contractor. The following percentages shall be added to the Contractor’s costs and shall constitute the markup for all overhead and profits:

- 1. Labor 20%
- 2. Materials. 15%
- 3. Equipment Rental. 15%
- 4. Other Items and Expenditures 15%

To the sum of the costs and markups provided for in this subsection, 1% shall

be added as compensation for bonding.

7-4.3.2 Work by Subcontractor. When all or part of the extra work is performed by a Subcontractor, the markup established in 7-4.3.1 shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on the work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

A new **Subsection 7-6 Construction Claims** hereby is **added** to the *Green Book* as follows:

7-6.1 Resolution of Construction Claims: Pursuant to the requirements of California Public Contract Code § 20104(c), set forth below is the procedure for resolution of construction claims by the contractor. This provision shall only apply to those claims specified in § 20104 of the California Public Contract Code:

§ 20104. Application of article; inclusion of article in plans and specifications.

a. (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000.00) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with § 10240) of Chapter 1 or Part 2.

b. (1) "Public work" has the same meaning as in §§ 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the Contractor for (A) a time extension, (B) payment of money of damages arising from work done by or on behalf of the contractor pursuant to the contract for a public work and payment of which is not expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

c. The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

d. This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2 Claims; Requirements; Tort Claims Excluded

For any claim subject to this article, the following requirements apply:

a. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final

payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

- b. (1) For claims of less than fifty thousand dollars (\$50,000.00), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- c. (1) For claims of over fifty thousand dollars (\$50,000.00) and less than or equal to three hundred seventy-five thousand dollars (\$375,000.00), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information or requested documents, whichever is greater.
- d. If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- e. Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with § 900) and Chapter 2 (commencing with § 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 claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.
- f. This article does not apply to tort claims and nothing in this article is intended

nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with § 900) and Chapter 2 (commencing with § 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4 Civil action procedures; mediation and arbitration; trial de novo; witnesses

The following procedures are established for all civil actions filed to resolve claims subject to this article:

a. Within sixty (60) days, but no earlier than thirty (30) days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the fifteen (15) day period, any party may petition the court to appoint the mediator.

b. (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with § 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding § 1141.11 of that code.

The Civil Discovery Act of 1986 (Article 3 (commencing with § 2016) of Chapter 3 of Title 3 of Part 4 of the code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expense shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with § 1411.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party arising out of the trial de novo.

c. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

§ 20104.6 Payment on undisputed portion of claim; interest on arbitration awards or judgments

- a. No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.
- b. In any suit filed under § 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

SECTION 8- FACILITIES FOR AGENCY PERSONNEL [No Changes]

SPECIAL PROVISIONS

SPECIAL PROVISIONS

1.0 GENERAL

The Contractor shall furnish, in accordance with the plans and specifications, all labor, equipment, and materials required for all work as necessary for **Town Project No. 7037/8340: TOWNWIDE SLURRY/CAPE/CRACK SEAL PROJECT**, Contractor shall provide all construction surveying, staking and monument/centerline ties at no extra cost. Compensation for construction surveying and staking shall be considered as included in various bid items. No additional compensations will be allowed.

1.1 Description of Work:

The work includes construction of the **Townwide Slurry/Cape/Crack Seal**. Including but not limited to crack sealing all candidate streets, placement of slurry and/or cape seal on various streets town wide, clearing, grubbing, grading, traffic control, signing and striping and all related work all as specified on the plans and specifications.

The work to be done by the Contractor under these Specifications will consist of performing all operations necessary for the construction of **all the improvements as shown on the referenced list and map** at various locations, in the positions, to the elevations and dimensions and in accordance with these Specifications.

The Contractor will furnish all transportation, materials, equipment, labor and supplies to complete the improvements, together with the appurtenant work necessary or incidental to complete, in a workmanlike manner, the improvements as contemplated and as intended by the Plans and Specifications.

1.2 Project Location

Streets through the Town, Yucca Valley, CA. See Exhibit A.

1.3 Approved Materials:

Whenever the expression “or approved equal” is used, it shall be taken to mean the approval by the Town Engineer of any substitution of material or material specified herein. All substitution requests shall state the reason for the request and the difference in price between the item specified and the requested substitution. All substitution requests shall be submitted to the Town Engineer in writing five (5) working days prior to the bid opening. No requests for substitutions will be considered by telephone. The Contractor shall submit to the Engineer for review and approval six (6) copies of all shop drawings. The Contractor shall make any corrections to shop drawings required by the Engineer.

1.4 Pre-Bid Inquiries:

NO ORAL representations or interpretations will be made to any Bidder as to the meaning of the Special Provisions, Plans, or other Contract Documents. Written requests for an interpretation, or to identify a potential omission, discrepancy, or misunderstanding will be accepted if received by 5:00 p.m. of the 6th working day prior to the day of the proposed bid opening.

If there are any questions regarding this project, please contact:

Engineering Division
58928 Business Center Drive
Yucca Valley, CA 92284

SUBJECT:
TOWNWIDE SLURRY/CAPE/CRACK SEAL PROJECT
SPECIAL PROVISIONS NO. X X X X

Attention: Victor Ledua
Tel: (760)-369-6579; Fax: (760) 228-0084
E-mail: vledua@yucca-valley.org

2.0 UTILITY LOCATION

The following list of individuals or entities, which are known to have facilities in the area to be improved is merely for the Contractor's information and may or may not be complete or inclusive:

Town of Yucca Valley (Engineering)	(760) 369-1265
HDWD (Water) Tony Culver	(760) 365-8152
Charter Communications, Mitch Grimm	(760) 250-2802
The Gas Company	(760) 578-5985
Southern California Edison	(626) 893-4960
Underground Service Alert	(800) 227-2600
California Department of Transportation	(909) 383-6920

Compensation for Damage or Relocation

In accordance with Section 4215 of the California Government Code, the Contractor shall be compensated for the cost of locating and repairing damage to main or trunk line utility facilities located on the job site, not due to the failure of the Contractor to exercise reasonable care; for costs of removing or relocating such utility facilities not indicated in the Contract Documents with reasonable accuracy; and for the operating costs for equipment on the project necessarily idled during such work.

The Contractor shall notify the several utility companies and agencies listed above before beginning excavation and shall coordinate his work with them.

The Contractor's attention is directed to the utility notification service provided by the Underground Service Alert (USA). USA member utilities will provide the Contractor with the location of their substructures in the construction area when the Contractor gives at least 48 hours' notice to the Underground Service Alert by calling 1-800-227-2600.

3.0 COMPLETION AND ACCEPTANCE

3.1 Guarantee of Work and Materials

The Contractor shall guarantee that all work performed by him under this contract fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one (1) year from the date of acceptance of the work by the Town Council or designee, the Contractor shall, at his own expense, make any repair or replacement necessary to restore the work to full compliance with these Special Provisions, including repair of settled backfill and resurfacing.

Such repair and replacement shall be made promptly upon receipt of written notice from the Town. If the Contractor fails to make such repair and replacement promptly, the Town may cause the work to be done and the costs incurred thereby shall become the liability of the Contractor and his surety.

If, in the opinion of the Engineer, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the Town or to prevent interruption of operations of the Town, the Town will attempt to give the notice required by this article.

If the Contractor cannot be contacted or does not comply with the Engineer's request for correction within a reasonable time as determined by the Engineer, the Town may, notwithstanding the provisions of this article, proceed to make such correction and the costs of such correction shall be charged against the Contractor. Such action by the Town will not relieve the Contractor of the guarantees provided in this article or elsewhere in the contract.

The foregoing obligations shall be secured by a surety bond in a form approved by the Engineer in an amount not less than ten percent (10%) of the final Contract price, and shall be delivered to the Engineer prior to final acceptance of the work.

Payment for fulfilling the requirements of this section shall be considered as included in the prices for the various Contract items of work and no additional compensation will be allowed.

3.2 Liquidated Damages

Liquidated damages shall be in the amount of **One Thousand Dollars (\$1,000.00)** per working day in excess of the time allowed under this Contract for the completion of the work, as adjusted by Change Order.

In the event that construction does not commence within the specified time following the issuance of notice to proceed, liquidated damages in the amount of **One Thousand Dollars (\$1,000.00)** per working day shall be deducted from compensation due the Contractor.

The Contractor will not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the Town or the owner of a utility to provide for removal or relocation of an existing or unknown facility.

4.0 TIME OF COMPLETION

The Contractor shall begin work within ten (10) working days after the date of the "Notice to Proceed," and shall diligently prosecute the same to completion by **Ninety (90) calendar days** after date in said Notice.

5.0 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

Further to Section 6.1 of the Standard Specifications, the Contractor shall submit construction schedule(s) as specified below:

5.1 INITIAL SCHEDULE

Within 48 hours after the Notice to Proceed has been given, and prior to the start of any work, the Contractor shall submit to the Engineer for approval three (3) copies of its proposed construction schedule in Critical Path Method format with sub schedules of related activity.

An electronic copy of the schedule shall also be submitted to the Town for its use. If the Engineer notifies the Contractor that the schedule is unacceptable, the Contractor shall submit a revised schedule within five (5) working days thereafter. Unless otherwise required, the construction schedule shall be in the form of bar charts with major activities of the project listed in chronological order showing the dates for beginning and completion of each activity. The Schedule shall also show Critical Path items. The construction schedule shall also contain:

An economic component showing the cost of each activity, the anticipated monthly earnings and a cash flow diagram.

A products availability schedule, which shall show the availability dates for Contractor furnished equipment affecting the progress of the work, indicate the required delivery dates for Town furnished materials and equipment and indicate the required installation date for utility-furnished equipment.

5.2 REVISED SCHEDULES

After start of the work, the Contractor shall submit revised construction schedules every two weeks on a Monday thereafter until completion of the contract.

Said schedules shall clearly indicate "in detail" all work to be procured within the following two weeks.

The revised schedules should show any significant changes in activities since submission of the previous schedule with revised projections of progress and completion. It should also provide a narrative report of problem areas, anticipated delays and the impact on the schedule, corrective action recommended and its effect, and the effect of changes on schedules of other contractors

involved with the work.

In the event that the revised schedules are not submitted in accordance with the above conditions, the Town reserves the right to suspend all work until a revised schedule is submitted. The Contractor shall not be entitled to any claims or contract time adjustment associated with said work suspension.

5.3 PROGRESS MEETINGS

Contractor shall also conduct Bi-weekly construction progress meetings at the job site or at the owners' construction office. Contractor shall prepare meeting notes and distribute them to the meeting attendees within 5 working days of the meeting date. The progress meeting shall be conducted to the level of detail necessary to address all issues and work elements that affect the construction schedule, impact to the public and project costs including potential claims and whatever work elements deemed necessary by the owner.

6.0 NOTIFICATION OF RESIDENTS AND BUSINESSES

The contractor shall notify all residents and business owners, in writing, of his proposed operations and schedule. Notice shall be delivered at least ten (10) working days prior to start of construction. The contractor shall prepare a letter for this purpose and submit the letter to the Engineer for approval at least five (5) working days prior to the date needed for its circulation. The Contractor shall be responsible for reproduction and distribution of the letters. The time to notify in advance shall be coordinated with the Town inspector.

Project sign board shall be in-placed in advance (days) prior to any start of construction. Check with the Town as to how far in advance to have the project signage to be in-placed.

Re-notification will be required if the Contractor's schedule is altered or other delays occur, which significantly affects the scheduled work. Then, it shall be at Contractor's expense.

Prior to actual start of operations, the Contractor shall inform the businesses of construction to preclude entrapment of cars and vehicles. All costs involved in notification of residents and businesses shall be included in the various contract items of work and no additional compensation will be allowed therefore.

7.0 TRAFFIC CONTROL DURING CONSTRUCTION

The Contractor shall follow: **Greenbook 2021**, All of Sections 600 and 601, that apply to this project and latest edition of the MUTCD.

At a minimum, traffic controls, including but not limited to vehicular and pedestrian traffic controls, maintenance of vehicular and pedestrian access, detours and street closures, shall be in accordance with the Greenbook 2021 and MUTCD, including all its subsequent amendments; the latest edition of the Manual of Traffic Controls for Construction and Maintenance Work Zones, as published by the Department of Transportation of the State of California; and the following Special Provisions. In the event of conflict, the Special Provisions shall take precedence over the Manual of Traffic Controls, and the Manual of Traffic Controls shall take precedence over the

Standard Specifications.

The Contractor shall be responsible for all temporary paving, removal/reconstruction of conflicting improvements, striping, traffic control (furnishing a Town-approved Traffic Control Plan and/or Detour Plan), and adjustments to construction sequencing/logistics, as necessary to provide said travel lanes.

The Engineer reserves the right to direct all construction activities (including potholing, crack sealing sealable pavement cracks, removal of pavement humps and blisters, and removal of vegetation thriving on the pavement cracks) which creates conflicts with providing said travel lanes to be performed on weekends or night time hours.

Compensation for temporary improvements, weekend and nighttime work, shall be considered as included in various bid items. No additional compensations will be provided therefore,

1. The Contractor shall have exclusive control and responsibility for traffic control and safety devices, all signage and roadway markings, all equipment and materials, and the ongoing construction at all times.
2. The Contractor will be responsible for obtaining all street closure permits (if explicitly approved by the Engineer) from the Town of Yucca Valley prior to the start of any work. The street closure permits will identify additional signing requirements, work hours and other conditions as may be necessary to minimize inconvenience to motorists and businesses.

Ingress and egress to local residents, commercial and industrial properties must be accessible at all times.

3. All Traffic control and safety devices, equipment and materials, including but not limited to cones, delineators, flashing warning lights, barricades, high level warning devices (flag trees), flags, signs, markers, portable barriers, flashing arrow signs, markings and flagging equipment, shall be provided and maintained in "like new" condition.
4. The Contractor shall furnish and properly install, construct, erect, use and continuously inspect and maintain, twenty-four (24) hours per day, seven (7) days per week, all said devices, equipment and materials, and all temporary and permanent pedestrian and driving surfaces as necessary to provide for the safety and convenience of and to properly warn, guide, control, regulate and channelize project workers and the public beyond said limits as necessary to include areas affecting or affected by the work, from the start of work to the completion of the work.
5. High level warning devices (flag trees) are required at all times for any work being performed within the roadway, unless otherwise specifically authorized by the Town. Flashing arrow boards will be required on all streets with four or more lanes as deemed necessary by the Engineer or Inspector.
6. All barricades shall be equipped with flashing warning lights and all traffic cones

shall be no less than 28 inches in height except that shorter cones, 12 inches high or higher, may be used during striping maintenance operation where the only function of the cones is to protect the wet paint from traffic.

7. Contractor shall have exclusive control and responsibility for all flaggers at all times. Properly trained and experienced flaggers shall be provided at all times when the Contractor's operations encroach into the public right of way. Flaggers shall also be to direct traffic when said traffic is to be interrupted, when two-way traffic is to be reduced to one-way traffic at such time as necessary to safely pass the traffic through or around the work area, and when so directed by the Town. Any traffic control and safety devices and equipment being used which becomes damaged, destroyed, faded, soiled, refurbished and/or replace, and any traffic control and safety devices and equipment being used which are displaced or not in an upright position from any cause, shall be promptly returned or retorted to their proper position.
8. Any traffic control and safety devices and equipment being used which becomes damaged, destroyed, faded, soiled, refurbished and/or replace, and any traffic control and safety devices and equipment being used which are displaced or not in an upright position from any cause, shall be promptly returned or retorted to their proper position.
9. Contractor shall have exclusive control and responsibility for all signs and warning devices, and all trucks, equipment and materials at all times. An unobstructed view of all signs and warning devices including, but not limited to, stop signs, stop ahead signs, street name signs and other regulatory, warning and constructions signs, markers and warning devices shall be maintained at all times. No trucks or other equipment or materials shall be stopped, parked or otherwise placed from the view of vehicular and/or pedestrian traffic to which it applies.
10. When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall yield to said public traffic at all times, except where the traffic is being controlled by Police officers, Fire officers, or at traffic signalized intersections or the aforementioned construction traffic signal.
11. Contractor shall have exclusive control and responsibility for stockpile and/or storage areas at all times. Stockpiling and/or storage of materials on any public right of way or parking areas, or immediately adjacent to all such areas, will not be allowed without specific permission of the Town.

Materials spilled along or on said right of way or parking area shall be removed completely and promptly. All stockpile and/or storage areas shall be kept in a safe, neat clean and orderly fashion, and shall be restored to equal or better than original condition upon completion of the work.

12. On projects involving work on, closure of or partial closure of existing streets and where vehicular access to the abutting property must be restricted, the work shall be so selected, arranged and scheduled that the persons requiring access to said abutting property and/or residents along said streets affected will be able to park within a

reasonable distance of not more than 500 feet from their homes and/or destination; and in addition, no two (2) adjoining streets shall be closed at the same time, except as otherwise authorized by the Town.

13. When work has been completed or has been suspended or rescheduled and said street is to be opened to vehicular traffic, all equipment, "NO PARKING" signs, other obstructions and unnecessary traffic control devices and equipment shall be promptly removed from the street, except as otherwise authorized or directed by the Town Engineer. Temporary traffic striping shall be applied prior to opening any newly paved area to traffic. This includes lane and centerlines.
14. Should the Contractor be neglectful, negligent or refuse, fail or otherwise be unavailable to promptly, satisfactorily and fully comply with the provisions specified and referred to hereinabove, the Town reserves the right to correct and/or mitigate any situation, which in the sole opinion of the Engineer constitutes a serious deficiency and/or serious case or non-compliance, by any means at its disposal at the Contractor and/or permittee's expense, and in the case of a contract Town project, to deduct the cost therefore from the Contractor's progress and/or final payments. Such corrective actions taken by the Town shall not reduce or abrogate the Contractor's legal obligations and liability for proper traffic control and safety measures and shall not serve to transfer said obligations and liability from the Contractor to the Town or the Town's agent.
15. Violations of any of the above provisions and/or provisions of the referenced publications, unless promptly and completely corrected to the satisfaction of the Engineer, shall, at the sole director of the Town, be grounds for termination of the Contract or shut down or partial shutdown of the work without compensation to the Contractor and/or permittee, or liability to the Town, all as prescribed by contractual obligations or State law, whichever is applicable.
16. Pedestrians - A minimum walkway of 48 inches in width must be maintained at all times for safe pedestrian passage through all parkway work areas. Crosswalks shall remain unobstructed at all times. Obstructions within the walkway areas shall be illuminated during the hours of darkness and marked with Type II barricades with flashing warning lights.

Where construction prohibits pedestrian access, alternate crossing areas shall be established with appropriate signing and other devices as required by the Engineer. Pedestrian access facilities shall be provided through construction area within the right-of-way. Pedestrian walkways shall be provided with surfacing as required to maintain safe and accessible pathways. Surface shall be skid resistant and free of irregularities.

The Contractor shall keep the areas adjacent to the project site clear of any objects that may be hazardous to pedestrians and motorists. Provisions to reroute pedestrians, including the disabled, around the work area must be clearly delineated and maintained. If the Contractor's operations require the closure of a walkway, then

another walkway shall be provided nearby, off the traveled roadway, along the general path of travel.

17. Temporary Surfacing - Temporary A.C. paving shall be placed and maintained at locations determined by the Engineer wherever excavation is made through pavement, sidewalk or driveways, in accordance with Section 306-1.5.1 "Temporary Surfacing," of the SSPWC.

To facilitate public access between the street and adjacent properties, the Contractor shall construct temporary A.C. walkways/driveways between new curbs and existing sidewalks/driveways, throughout the project limits.

The Contractor shall maintain the temporary surfacing throughout the duration of the project until permanent pavement has been restored.

18. Steel Plating - The Contractor shall furnish, install and maintain steel plates as necessary to obtain minimum lane requirements specified herein and/or to maintain access to private property.

Steel trench plates shall be employed to bridge across open excavations and newly poured concrete. The Contractor shall be responsible to ascertain the appropriate size and placement of the steel plates and other devices to support vehicular traffic loading across open excavations and newly poured concrete without sustaining damage to the new improvements.

All steel plates shall be textured for skid-resistance. Steel plates shall be secured in place with cleats to prevent their movement, sliding or shifting. The edges of steel plates shall be ramped with temporary surfacing. Inspector shall direct when steel plates shall be recessed.

19. Pavement Transitions - The Contractor shall construct pavement transitions at all lateral and transverse join lines, created by trenching, base paving, temporary paving or any combination of each. A vertical drop-off or step between the lateral edges of the pavement under construction and the adjacent pavement shall not be permitted during non-working hours.

20. Driveways - Vehicular access to driveways shall be maintained at all times, except when necessary, construction precludes such access for temporary periods, as follows:

Special attention is directed to constructing the stamped colored concrete driveways. The Contractor shall evaluate all existing businesses as well as their driveways (number and width), and develop a construction staging/sequencing plan to ensure that two-way access to adjacent businesses are maintained to extent possible. The plan shall be submitted to the Town Engineer for review and approval at least five working days prior to commencement of work.

Subject to the approval of the Town Engineer, driveways may be closed for a maximum

of 3 days during the forming, pouring and curing of PCC curb, gutter and driveway approaches (including decorative colored concrete), provided that alternate two-way (ingress/egress) driveway(s) is available. Subject to the approval of the Town Engineer, one half of a driveway may be closed for a maximum of 3 days during the forming, pouring and curing of PCC curb, gutter and driveway approaches (including decorative colored concrete), provided that sufficient driveway width remains available to accommodate ingress/egress access to adjacent business(s) in a safe and orderly fashion.

Driveway approaches shall be poured within 48 hours of the adjacent curb and gutter.

Curb and gutter shall be poured within 24 hours from the time access is blocked by formwork.

Driveway approaches shall cure for three days before being reopened to vehicular access.

Driveways shall not be closed over weekends, except for curing of concrete.

Driveways closed due to placement of bituminous pavement shall be reopened as the new pavement has cooled sufficiently to carry the traffic without damage.

The Contractor shall notify all residents and businesses at least 72 hours in advance of driveway closure.

During the time driveways are closed, a minimum of two Type II barricades with flashing warning lights shall be used to affect the closure.

Driveways shall be kept open at all other times, and if necessary, temporary A.C. ramps and/or steel plates shall be provided.

21. Parking - On-street parking may be restricted within the project limits. Temporary "NO PARKING – TOW AWAY" signs shall be provided and posted by the Contractor not less than forty-eight (48) hours in advance of the start of construction.

22. Street Lighting – The Contractor shall maintain illumination of the traveled roadway after the hours of darkness throughout the duration of the project, as follows:

The street lighting system shall be installed and removed in phases such that not less than one-half of the street lights are operable each evening.

A minimum illumination level of 0.4 foot-candle with a 6:1 uniformity ratio shall be provided, unless otherwise approved by the Engineer.

23. Lane Closures - The Contractor shall comply with the following general lane closure requirements:

Flashing Arrow Signs (sequential arrow boards) shall be utilized for all closures of through travel lanes on major roads and all signalized cross streets, as designated by the Engineer.

Left turns shall be maintained at all times to the fullest extent possible. Under extenuating circumstances and when permitted by the Engineer, left turn lanes may be closed with R-17, "NO LEFT TURN," signs placed both at the beginning and end of each left turn lane closed.

Right turns shall be maintained at all times to the fullest extent possible. When permitted by the Engineer, right-turn lanes may be closed with R-16, "NO RIGHT TURN," signs placed both at the beginning and end of each right turn lane closed.

To allow for equipment movement and cleanup during various construction operations, momentary stoppage of traffic and turn movements will be permitted, using flagging procedures.

24. Road Closures – Road closures shall be prohibited without prior permission of Engineer and issuance of permit.
25. Temporary Striping – The Contractor shall provide temporary traffic restriping at the conclusion of any working day for any centerline or lane line which is obliterated by construction.
26. Emergency Response - The Contractor shall provide the Engineer with names and telephone numbers of at least three people responsible for emergency service response. Upon notification, Contractor shall respond to Town emergency requests.

In the event these people do not promptly respond when notified, or it becomes necessary to call other forces to accomplish emergency service, the Contractor will be held liable for any costs incurred. A \$400/hour at 4 hours minimum will be charged to the Contractor.

A. During Working Hours:

In case of an emergency that threatens loss or injury of property, and/or safety of life during working hours, the Contractor shall act, without previous instructions from the Town, as the situation may warrant. He/she shall notify the Engineer of the emergency and the action taken immediately thereafter. Any compensation claimed by the Contractor, together with substantiating documents in regard to expense, shall be submitted to the Engineer within 15 calendar days after the emergency. Compensation, if allowed, will be paid for as extra work.

B. Outside of Working Hours:

Whenever, in the opinion of the Town, there relocate, and maintain warning devices and shall furnish the shall arise outside of the regular working hours on the Contract work of an emergency nature which threatens loss or injury of property, or danger to public safety, the Contractor shall act, without previous instructions from the Town as the situation may warrant. He/she shall notify the Engineer of the emergency and the action taken immediately thereafter. Any compensation claimed by the Contractor, together with substantiating documents

in regard to expense, shall be submitted to the Engineer within 15 calendar days after the emergency. Compensation, if allowed, will be paid for as extra work. In the event the Contractor is not able to respond to an emergency outside of regular working hours, the Town's forces will handle such emergency work. If such emergency arises out of or is the result of operations by the Contractor, the cost of the corrective measures will be billed to the Contractor and deducted from his/her payment as provided in the Contract documents. The performance of emergency work by Town forces will not relieve the Contractor of any of his/her responsibilities, obligations, or liabilities under the Contract.

Full compensation for compliance with the provisions specified and referred to hereinabove shall be considered as being fully included in the contract bid items provided and no additional compensation will be allowed therefore.

8.0 "RECORD DRAWINGS"

The Contractor shall maintain, on the job site, a set of full-size reproducible contract drawings, or a set of full-size blue-line or black-line prints (if available). On these, contractor shall mark all as-built conditions, locations, configurations, and other details, which may vary from the details represented on the original drawings. This master record of as-built conditions, including all revisions made necessary by addenda, change orders, and the like, shall be maintained up-to-date during the progress of work.

On a monthly basis, the Contractor shall submit progress record drawing(s) clearly delineating the improvements completed, for the purpose of review and processing progress payments. The Town's ability to process the progress payments is contingent upon the timely submittals of the progress record drawing(s).

Upon completion of the work and prior to final acceptance, the complete set of contract drawings (size D, 24x36 in), marked up to show as-built conditions, including daily photos, installation manuals, concrete delivery tickets, etc. shall be delivered to the Engineer. These drawings shall be known as "Record Drawings."

Full compensation for compliance with the provisions specified and referred to hereinabove shall be considered as being fully included in the various contract bid items for the project, and no additional compensation will be allowed therefore.

9.0 PLANS AND STANDARD DRAWINGS

The standard drawings that apply to this contract and shall be considered as part of the plans are included as part of these Specifications are listed in Appendix.

10.0 ORDER OF WORK

As required by these specifications, the Contractor shall submit a detailed construction schedule to the Engineer for approval prior to the preconstruction meeting. This schedule should be prepared with the following items in mind:

Contractor shall maintain access to all businesses during construction. All excavations shall be backfilled, compacted and all damaged private improvements are to be restored immediately after installation of improvements in that area. If, in the opinion of the Engineer, the Contractor is not conforming to these requirements, the Engineer may order the job to be made safe and all other work halted until a meeting can be held to determine the reasons for noncompliance and to resolve the situation. Contractor is advised that gravel, cobbles and boulders will be encountered during excavation of the project. Contractor is responsible for the removal and proper disposal of all such material. Compensation for said removal shall be considered as included in various bid items. Additional compensation will not be provided therefore.

10.1 Staged Construction

The Contractor shall plan and prosecute the construction to comply with the following phasing requirements:

- Order for construction equipment and materials for the street improvements and drainage improvements, disposal bins, Mobilization, setting up of Traffic Control and safety daytime and nighttime for pedestrians and vehicles, establishment of secured storage area for the materials and equipment for construction and related items, securing staged areas including fencing & lighting, posting signage, processing environmental applications to meet any but all required environmental requirements in order to be in compliance for the project, etc.
- Demolitions/removals/relocations, erosion control measures, BMP, and SWPPP are in place, clearing and grubbing, removal of nuisance vegetation encroaching into the project area and limits, removal of tree(s) and its roots so as not to impede the planned construction of improvements, regularly maintain general housekeeping of the project area, protection of items and improvements noted on the specifications, excavation compaction of sub-grade, formwork for concrete, installation of rebar reinforcements, coordination with the Town Inspectors for areas of construction requiring periodic and continuous inspections, saw cut of existing AC pavements, etc.
- Concrete pour & curing for all new concrete improvements, testing of materials, coordinating with Town Inspectors, formwork removals/inspection, having flaggers if necessary during operation, construction of concrete interim drainage open channel, etc.
- Construction of street improvements per General Notes, construction notes, sections, protection of items in place as noted on the plan drawings, adjusting valves and manholes, hauling out for disposals the wastes/spoils generated in the project, etc.
- Installation of traffic signs, painting pavement striping, pavement markers (including blue dots), legends, enhanced crosswalk, delineators and or object markers and other traffic signs recommended from the current MUTCD and per specifications etc.
- Final General Cleanup, final inspection, coordination and administration, etc.

Completion of the new curb and gutter shall be performed prior to removal of the existing curb

and gutter on Town Streets, except as necessary to provide/maintain access to adjacent businesses.

The Contractor shall plan and prosecute the work such that all lanes of traffic are open during non-working hours. No lane closures will be permitted between the hours of 4:00 p.m. and 8:00 a.m. unless authorized by the Engineer.

The Contractor shall install steel trench plates and other devices as necessary to restore full use of the traveled way during non-working hours. The steel plates shall be sized as necessary to support vehicular traffic loading across open excavations and newly poured concrete crosswalks without sustaining damage to the new improvements.

The Contractor is hereby advised that some traffic signals within Town limit are under the jurisdiction of Caltrans. No additional compensation shall be provided for the adjustment(s).

o Protection of Utilities

The Contractor's attention is directed to the Standard Specifications. The Contractor shall verify the existence and location of any underground utility pipes or structures that may be affected during the course of work. The Contractor will take due precautionary measures to protect the utilities shown and other utilities or structures not shown on the plans that might be discovered during the process of the job.

The Contractor shall determine the exact location of all utilities prior to beginning construction of the reclaimed water main, potable water, sanitary storm drain, electrical conduits/substructures, and other Contract Work which have potential conflicts with underground utilities. If conflicts are discovered, the Contractor shall notify the Public Works Inspector immediately. **The cost of potholing shall be included in the various bid items, and no additional compensation will be paid.**

The Contractor shall protect the existing water services and meters in place. Care shall be taken by the Contractor not to disturb the services or meters during excavation and/or tree and root removal operations. Meter boxes shall be raised to grade where slurry/cape seal improvements are installed.

Where water valve boxes, bollards or other utility facilities are encountered in areas designated for removals and reconstruction, the Contractor shall protect those boxes and facilities in place, remove or adjust to grade as necessary. **Payment for protection of utilities and/or adjustment shall be considered to be included in other items of work and no additional compensation will be allowed.**

In the event that a water service is damaged, the Contractor shall notify High Desert Water District (HDWD) and the Engineering Division immediately. The Contractor shall also arrange for the immediate repair of the water service by a licensed plumbing contractor, at no cost to the Town. In certain circumstances, the Contractor may encounter water services that are entangled in roots. In these circumstances, it may be necessary to replace the water service. Qualified personnel shall make all such replacements. **In order to receive compensation for this repair, the Public Works Inspector shall be contacted prior to any further root removals.**

- Equipment and Material Storage

No storage of equipment or materials will be allowed on private property or in street right-of-way unless written permission has been provided to Town.

- Joining Existing Facilities

All construction of items in this contract shall join existing improvements with a smooth transition. Portland cement concrete shall neatly join existing features.

- Protection of Work

The provisions that is for “Materials and Workmanship” of the *Standard Specifications* shall apply except as modified and supplemented below:

The Contractor shall provide sufficient barricades, delineators and ribbon at each location to adequately protect the new and fresh concrete surfaces from vandalism and unauthorized markings. Newly poured and finished concrete areas shall be delineated or cordoned off with tape to inhibit and discourage pedestrians, bikers and skateboards from tracking across the fresh sidewalk surfaces.

Unauthorized markings (i.e. graffiti, footprints, bike tire marks, scuff marks) in the new sidewalk surfaces are not acceptable and may be cause for rejection. All such areas rejected due to such cause shall be removed and replaced at the Contractor’s expense. All costs for protecting the new concrete surfaces and any graffiti removal shall be considered as incidental to the cost of the work and no additional compensation will be allowed therefore.

- Cooperation and Collateral Work

A minimum of forty-eight (48) hours prior to construction, the Contractor will expose all known utility crossings in order to provide for grade and alignment adjustments, if necessary.

The Contractor shall be responsible for ascertaining the nature and extent of any simultaneous, collateral, and essential work by others. The Town, its workers, contractors and others shall have the right to operate within or adjacent to the Work site during the performance of such work. The Contractor shall include in its bid all costs involved as a result of coordinating its work with others.

The Contractor shall not be entitled to additional compensation or Contract Time extension from the Town for damages resulting from such simultaneous, collateral and essential work. The Contractor shall redeploy its work force to other parts of the project site, if necessary to avoid or minimize such damage or delay. The

Contractor shall take due precautions to protect all improvements placed by others in the vicinity of their operations.

- Construction Water

The Contractor will furnish all water necessary for compactions, cleaning, flushing, dust control, etc. The Contractor shall comply with all the requirements of the Town of San Bernardino Water Department.

The cost of delivering, furnishing, and applying all water will be considered as included in the various items of work, and no additional compensation will be allowed.

- Parkway Trees

The provisions of section 300-1 “Clearing and Grubbing” of the *Standard specifications* shall apply except as modified and supplemented below:

Existing tree roots shall be removed within the areas where existing curb and gutter, sidewalk, driveway, and asphalt concrete pavement are to be removed and reconstructed, to a depth of 8” below subgrade as directed by the Engineer. Limits of tree root removal shall extend to 6” back of curb where at that point, roots shall be cut so that the remaining root ends have a neat, smooth surface. Contractor shall not backfill behind curb until the above mentioned root treatment has been inspected by inspector.

- Safety

All construction will be performed in compliance with the standards as established by OSHA and in accordance with the appropriate State of California regulations. It will be the Contractor's responsibility to acquaint him and abide by these regulations during all phases of construction. The contractor will hold harmless and indemnify the Town and its agents for any damages caused by failure to abide by said regulations.

- Night, Sunday and Holiday Work

Unless otherwise specified in the Contract Special Provisions, no work shall be performed at night, Sunday, or the eleven (11) legal holidays: New Year’s Day, Martin Luther King, Jr. Day, Washington’s Birthday, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Eve and Christmas Day, except work pertaining to the public safety or with the permission of the Engineer, and accordance with such regulations as he/she shall furnish in writing. Before performing any work at said times, except work pertaining to the public safety, the Contractor shall give written notice to the Engineer so that proper inspection may be provided. “Night” as used in this paragraph shall be deemed to include the hours from 7:00 P.M. to 6:00 A.M. of the next succeeding day.

11.0 ENGINEER'S ESTIMATE

The quantities of work to be done and materials to be furnished are approximate as shown on the plans and/or proposal and are given as a basis of comparison of bids only. The Town does not expressly or by implication agree that the actual amount of work will correspond therewith.

12.0 FINAL CLEANUP

Prior to final acceptance, the Contractor shall restore the entire project site to a condition equal or better than the pre-construction condition as evidenced by film, notes, sketches and other construction records.

12.1 Cleaning and Dust Control

Clean up and dust control shall conform to the Standard Specifications. During execution of work, the Contractor shall clean the site, adjacent properties, and public access roads, and dispose of waste materials, debris, and rubbish to assure that all affected properties are maintained free from accumulations of water, materials and rubbish.

Contractor will provide for collection and for disposal of waste materials, spoils, debris, and rubbish. Contractor will cover all loads of excavated material leaving the site or of material being imported, to prevent excessive dust from being created.

12.2 Protection and Restoration of Existing Improvements

The Town anticipates and the Contractor shall, if necessary, repair all existing improvements, which are not designated for removal, which are damaged or removed as result of the Contractor's operations in accordance with the Standard Specifications.

In particular, areas designated by the Contractor for haul routes shall be subject to a joint inspection by the Town and Contractor prior to any work occurring in order to reveal any deficiencies of the existing improvements. All existing improvements subject to repair and/or replacement due to the Contractor's operations shall be repaired and/or replaced in accordance with the applicable jurisdictional Agency's requirements. Items subject to repair and/or replacement include but are not limited to asphalt paving/base and subgrade sections, curbs and gutters, sidewalks, drives, culverts, utilities, landscaping turfs and hardscaping, etc.

13.0 ASPHALT CONCRETE

13.1 General

Asphalt concrete shall comply with the requirements of Section 203-6, "Asphalt Concrete," and Section 302-5, "Asphalt Concrete Pavement," of the Greenbook 2021 Standard Specifications and these Special Provisions.

The Performance Grade of the asphalt concrete shall be PG 70-10. Where dense graded asphalt is being constructed in two or more layers, the asphalt concrete pavement for the base course shall be B-PG 70-10. Where dense graded asphalt is being constructed in a single layer or for a finishing course or asphalt concrete overlay, the asphalt concrete pavement shall be C2-PG 70-10.

13.2 Crack Sealing (Asphalt Concrete Pavement)

Within each roadway's Project limits, all longitudinal and transverse cracks wider than 1/8" shall be cleaned and sealed with a hot-applied rubberized asphalt sealant, prior to placement of cape seal or slurry seal, as appropriate. The Engineer shall have the final determination as to which cracks shall be sealed.

With each delivery of crack treatment material to the job site, submit:

1. Manufacturer's name
2. Production location
3. Product brand or trade name
4. Product designation
5. Crack treatment trade name
6. Batch or lot number
7. Maximum heating temperature

Crack treatment material must be delivered to the job site premixed in cardboard containers with meltable inclusion liners or in a fully meltable package. Heat hot-applied crack treatment material shall be installed in compliance with the manufacturer's instructions.

The crack sealing material shall be rubberized crack seal by "Crafco," or Engineer- approved equal.

The entire limits of the roadway shall be machine swept within 24 hours prior to crack treatment. Vegetation removal prior to crack cleaning shall be as specified in "Clearing and Grubbing," of these Special Provisions. Cracks must be cleaned out and dry before treating. Before treating, blast cracks with oil-free compressed air at a pressure of at least 90 psi.

If the pavement temperature is below 40 °F or if there is evidence of moisture in the crack, use a hot air lance immediately before applying crack treatment. The hot air lance must not apply flame directly on the pavement.

Cracks between 1/8" inch wide and 1" wide, shall be cleaned full depth by blowing operations prior to applying sealant. The sealant shall be applied in accordance with the manufacturer's instructions. If after 2 days the crack treatment is more than 1/4 inch below the specified level, the sealant fails, or the crack re-opens, re-treat the crack.

Cracks greater than 1" wide will be the responsibility of the Public Works Streets Maintenance Department and cracks will be filled prior to when project commences.

Immediately remove crack treatment material spilled or deposited on the pavement surface.

Before opening to traffic, apply sand or the manufacturer's recommended de-tack agent to tacky crack treatment material within the traveled way. Sweep excess sand before opening to traffic.

Sand applied to tacky crack treatment material must be clean, free of clay, and comply with:

Sand Gradation

Sieve Size	Percent Passing
No. 4	100
No. 50	0 - 30
No. 200	0 - 5

13.3 Adjust Manhole, Frame, and Cover to grade

Adjusting frames and covers to grade after completion of paving shall be in accordance with Section 403 “Manhole Adjustment and Reconstruction,” of the Standard Specifications, and as directed by the Engineer.

All debris and foreign material shall be removed from the cover in accordance with Section 403 “Manhole Adjustment and Reconstruction,” of the Standard Specifications.

The pavement surrounding the frames and covers shall meet the smoothness requirement as specified in Section 403 “Manhole Adjustment and Reconstruction,” of the Standard Specifications.

13.4 Adjust Utility Frame and Cover/Vault to grade

Adjusting all non-Town utility including water frame and cover/ vault frames, covers, meter boxes, valve canes to grade after completion of paving shall be performed by the contractor.

Full compensation for compliance with the provisions specified and referred to hereinabove shall be considered as being fully included in the various contract bid items for the project, and no additional compensation will be allowed therefore.

13.5 Soil Sterilant

The Contractor shall submit a proposal for a pre- emergent herbicide soil sterilant, with dye, and approved for use in California, to the Engineer for review and approval. The Contractor shall provide proof of registration for use in California which can be verified by accessing the California Department of Pesticide Regulation website at:

<http://www.cdpr.ca.gov/docs/label/labelque.htm#regprods>

Review and approval by the Engineer of the soil sterilant to be used on this Contract is for administration purposes only and does not relieve the Contractor from responsibility for providing and applying a suitable State registered soil sterilant in quantities and rates sufficient for its intended purpose.

Contractor shall apply soil sterilant using spray equipment that provides good mechanical agitation and even coverage of the area to be treated. Spray equipment shall be calibrated before material is applied. The Engineer shall be the sole evaluator of the effectiveness of the spray equipment before and during sterilant application, and the Engineer’s decision concerning the use of the equipment on this Contract shall be final. If in the opinion of the Engineer, the sterilant applicator and application is not sufficient for the job, the Contractor shall immediately

adjust, repair, or replace the spray equipment (and/or rate of application) to the satisfaction of the Engineer and at the Contractor's expense.

Contractor shall apply soil sterilant to the area(s) to be covered by asphalt concrete pavement, as shown on the plans, or as directed by the Engineer. Soil sterilant shall be applied at the rate specified by the manufacturer for the intended purpose, and repeated, as necessary, as recommended by the manufacturer. Great care shall be taken to apply soil sterilant to the designated areas only.

Asphalt concrete may only be placed after proper application and placement of soil sterilant and only as recommended by the manufacturer. It should be noted that some manufacturers require more than one soil sterilant application separated by a specific time period to be effective.

The dye shall not stain concrete or masonry where visible.

Full compensation for conforming to the requirements of Soil Sterilant shall be considered as included in Contract bid price paid for the various items of work involved and no additional compensation will be allowed therefore.

14.0 PERMITS

The Contractor will be required to obtain a no-fee Encroachment Permit with necessary attachments from the Town. The contractor shall comply with all regulatory agency requirements and permits. These agencies include Caltrans, California Department of Fish and Wildlife (CDFW), Regional Water Quality Control Board (RWQCB), and US Army Corps of Engineers (USACE).

15.0 CONTRACT PAYMENTS

Payment will be made at the price for each item listed on the bidding form or as extra work as provided in the General Provisions.

Initial progress payment will not be made prior to approval by the Engineer of the Schedule of Values (breakdown of lump sum contract costs), the Construction Progress Schedule, and the Schedule of Submittals.

No subsequent progress payment will be made until the Engineer receives the monthly revision of the Construction Progress Schedule and Progress Record Drawings.

15.1 Schedule of Values for Payments

The Contractor shall submit to the Engineer, within ten (10) working days after Notice to Proceed, three (3) copies of a Schedule of Values. The Schedule of Values shall consist of a detailed breakdown of the Contract Lump Sum or designated Lump Sum bid items.

The Schedule of Values shall include an allocation of the major work task items required to perform and complete the work. In the event that the "Schedule of Values" is not submitted in accordance with the Specifications contained herein, the Contractor shall not be permitted to commence with lump sum work items. The Contractor shall not be entitled to contract time

adjustments.

The total of the Schedule of Values shall agree with the total or lump sum price bid. The price breakdown shall, as a minimum, show the cost of each item of the Construction Progress Schedule. Any additional breakdown of the Schedule of Values, by quantities and prices of work and materials, considered necessary by the Engineer will be as determined by the Engineer. The price breakdown shall not be unbalanced, shall be subject to adjustment between the Engineer and the Contractor, and will be used as a basis for progress payments. Acceptance of the Schedule of Values by the Engineer shall not relieve the Contractor of the responsibility of performing all the work needed to complete the projects at the total or lump sum price bid.

15.2 Progress Payments

Determination by Engineer: The Engineer will make an approximate measurement of all approved materials delivered to the job site and work performed by the Contractor through the last working day of each calendar month for the purpose of making a progress payment.

No payment will be made for the fabrication or production of materials off the job site, or for materials stored off the job site. The Engineer will classify the work according to items listed on the Bid Form and will estimate the approval is given and submitted to the Town's Finance Division.

Contractor shall submit an invoice with breakdown of work performed each item listed on the bidding form. The invoice format must be approved by the Town prior to the submittal of first invoice.

15.3 Final Payment and Release of Claims

Notice of Completion and final payment: A Notice of Completion will be prepared by the Engineer and recorded with the office of the County Registrar-Recorder, within ten (10) days after acceptance of the work by the Town Council or designee.

Final payment will be made not sooner than thirty-five (35) calendar days following the date of recording of the Notice of Completion. Final payment shall include the remaining amount due the Contractor, less all prior payments and advances whatsoever to or for the account of the Contractor for supplies, materials, services, damages, or otherwise deductible under the terms of the Contract. All prior estimates and payments including those relating to extra work shall be subject to correction by this payment, which throughout this Contract is called "final payment."

16.0 COLD MILLING

Cold milling operations shall be performed in accordance with Section 404, "Cold Milling," a of the Standard Specifications and these Special Provisions. Cold Milling shall include micro-grinding as necessary to allow for a smooth pavement profile in preparation for the placement of cape or slurry seal at the low water crossing locations shown on the project map. Milling limits shown on the project map and included in the appropriate bid item are approximate. The Engineer may direct the Contractor to cold mill in other areas, or deeper, as necessary. Some adjustment of limits and depths will be necessary to accommodate paving requirements. Cold

milling shall be to the depth as specified or directed, or to the underlying base material, pavement fabric, or macadam material. Milling depth shall be adjusted so as not to remove any macadam encountered. Care shall be exercised not to damage adjacent concrete pavement for the low water crossings shown on the project map. Concrete pavement damaged shall be replaced at the Contractor's expense.

Existing asphalt concrete shall be milled at the locations and to the dimensions shown on the project map and as included in these Special Provisions. Cold Milling shall include micro-grinding and as directed by the Engineer.

The machine used for milling shall meet the following requirements:

The milling machine shall be specially designed and built for milling of bituminous pavement without the addition of heat, with the ability to plane Portland cement concrete patches in the bituminous pavement. The cutting drum shall be a minimum of 60 inches wide and shall be equipped with carbide-tipped teeth placed in a variable lacing pattern to produce the desired finish.

The machine shall be capable of being operated at speeds from 0 to 40 feet per minute. It shall be self-propelled and have the capability of spraying water at the cutting drum to minimize dust. The machine shall be capable of removing the material next to the gutter of the pavement being reconditioned and be designed so that the operator can at all times observe the milling operation without leaving the controls. The machine shall be adjustable for slope and depth and shall deep cut in one pass a maximum of 3 inches without producing fumes or smoke.

The Contractor shall provide a smaller machine if required to trim areas inaccessible to the larger machine at manholes, gate valve covers, curb returns, and intersections. The smaller machine shall be equipped with 12 inch minimum-width cutting drum mounted on a chassis allowing it to be positioned without interrupting traffic or pedestrian flow.

The depth, width, and shape of the cut shall be as indicated on the typical cross sections or as directed by the Engineer. The final cut shall result in a uniform surface conforming to the typical cross sections. The outside lines of the milled area shall be neat and uniform. The road surfacing to remain in place shall not be damaged in any way.

The material milled from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way, shall be immediately removed. The removal crew shall follow within 50 feet of the planer, unless otherwise directed by the Engineer. During the milling operation, the Contractor shall sweep the entire street with mechanical equipment and remove all loosened material from Work site until completion of the removal work. The Contractor shall take all necessary measures to avoid dispersion of dust.

Milling of asphalt concrete pavement will be included in the appropriate bid item, as per Bid Schedule. The quantity to be paid for will be the actual area of surface milled irrespective of the number of passes required.

After the cold milling operation(s), Contractor shall crack seal the entire roadway as per Section 14-1, ASPHALT CONCRETE, of these Special Provisions.

If subgrade is reached during cold mill, those areas will be marked out by Engineer and treated as a 4" pavement repair section, and paid for per bid item for "Cold Mill/Remove Existing and Construct 4" Depth Pavement Repair, where needed."

Section 17 through 20 have been omitted.

21.0 RUBBERIZED POLYMER MODIFIED SLURRY (RPMS)

21.1 Description

This work shall consist of mixing asphaltic emulsions, aggregate, set-control additives, specially produced and graded crumb rubber, polymer, mineral fillers, carbon black and water and spreading the mixture on a surfacing of pavement, as specified in these special provisions, Standard Specifications and as directed by the Engineer.

21.2 Materials

The materials for Rubberized Polymer Modified Slurry (RPMS) immediately prior to mixing shall conform to the following requirements:

21.3 Asphaltic Emulsion

Asphaltic Emulsion shall be quick-setting Type PMCQS-1h grade conforming to the requirements 2021 Greenbook Standard Specification Section 203-5 of these special provisions. Quick Setting PMCQS-1h Asphaltic Emulsions shall conform to the following requirements when tested in accordance with the specified test method:

<u>Emulsion</u>	<u>Test</u>	<u>Requirements</u>
<u>Quality Tests</u>		
AASHTO T58	Residue after Distillation	60% min.
ASTM D244		
AASHTO T49	<u>Residue</u>	40-90
ASTM 2397	Penetration at 77F (25C)	

In addition, quick setting Type PMCQS-1h Asphaltic Emulsion shall test Positive for Particle Charge when tested in accordance with ASTM Designation: E70. If the Particle Charge Test result is inconclusive, the Asphaltic Emulsion shall meet a pH requirement of 6.7 maximum.

21.4 Aggregate

The mineral aggregate used shall be Type II or III gradation as shown below. The aggregate shall be manufactured crushed stone such as granite, slag, limestone, chat, or other high quality aggregate, or combination thereof. Aggregate shall consist of rock dust except that 100 percent of any aggregate or combination of aggregates, larger than the No. 50 sieve size, used in the mix shall be obtained by crushing rock. The material shall be free from vegetable matter and other deleterious substances. All aggregate shall be free of caked lumps and oversized particles.

The percentage composition by weight of the aggregate shall conform to the following gradations when determined by California Test 202, modified by California Test 105 when there is a difference in specific gravity of 0.2 or more between blends of different aggregates.

TYPE II SLURRY SEAL GRADATION

Sieve Size	Percentage Passing	Stockpile Tolerance
No. 3/8	100	5%
No. 4	90-100	5%
No. 8	65-90	5%
No. 16	45-70	5%
No. 30	30-50	5%
No. 50	18-36	4%
No. 100	10-24	3%
No. 200	5-15	2%

TYPE III SLURRY SEAL GRADATION

Sieve Size	Percentage Passing	Stockpile Tolerance
No. 3/8	100	5%
No. 4	70-90	5%
No. 8	45-70	5%
No. 16	28-50	5%
No. 30	19-34	5%
No. 50	12-25	4%
No. 100	7-18	3%
No. 200	5-15	2%

The job mix (target) gradation shall be within the gradation band for the desired type. After the target gradation has been submitted, then the percent passing each sieve shall not vary be more than the stockpile tolerance.

The aggregate shall also conform to the Standard Specifications:

The aggregate will be accepted at the job location or stockpile. The stockpile shall be accepted based on five gradation tests according to California Test 202, modified by California Test 105 when there is a difference in specific gravity of 0.2 or more between blends of different aggregates. If the average of the five tests is within the gradation tolerances, then the material will be accepted. If the tests show the material to be out, the contractor will be given the choice to either remove the material or blend other aggregates with the stockpile material to bring it into specifications. Materials used in blending must meet the quality test before blending and must be blended in a manner to produce a consistent gradation.

21.5 Water

Water shall be of such quality that the asphalt will not separate from the emulsion before the slurry seal is in place in the work. Additives may ne used to accelerate or retard the break-set of

the RPMS. The use of additives shall be in quantities specified in the mix design. Pre-wetting of streets will not be required unless streets are subject to high temperatures and/or dust.

21.6 Crumb Rubber

The crumb rubber shall be ambient granulated or ground from whole passenger and/or truck tires only. Uncured or de-vulcanized rubber is not acceptable and may not be used. Rubber tire buffings from either recapping or manufacturing processes may not be used as a supplement to the crumb rubber mixture.

In order to remove steel and fabric, an initial separation stage which subjects the rubber to freezing temperatures may be used. The crumb rubber shall not be elongated or hair- like in shape and individual particles shall not be greater than 1/20 of an inch in length. The crumb rubber shall be free of contaminants including fiber, metal and mineral matter, to the following tolerances:

1. The fiber content shall be less than 0.30% by weight
2. The crumb rubber shall be free of metal particles. Metal imbedded in rubber particles will not be allowed. The amount of mineral contaminant allowed shall not exceed 0.10% by weight.
3. The crumb rubber shall be dry with a moisture content of less than 0.75%.

Crumb rubber shall meet the following specifications:

Property	Specification Limits
Specific Gravity	1.15 +/- .05
Percent of Carbon Black	35.0 Maximum
Percent of Rubber Hydrocarbon	55.0 Maximum
Percent Ash	6.0 Maximum
Percent of Acetone Extract	10.0 Maximum
Percent of Chloroform Extract	3.0 Maximum
Percent Natural Rubber	40 Minimum

The crumb rubber shall conform to the following gradation and chemical properties:

Sieve Size	Percent Passing
No. 30	100
No. 40	90-100
No. 50	75-85
No. 100	25-35
No. 200	0-10

21.7 Polymer

The Polymer additive shall be SBR Latex or approved equal, which is added at a minimum of

4.5 percent by weight of the asphaltic emulsion.

21.8 Carbon Black

The carbon black solution shall be non-ionic in charge and liquid in form. The carbon black must be compatible with the emulsion system, polymers and additives being used and shall conform to the requirements indicated below.

Specification	Tolerances
Total Solids	40- 44
% Black by Weight	35-37
Type Black	Medium Furnace Color
Type Dispersing Agent	Non-ionic
pH	0.5- 4.5

21.9 Mineral Filler

Portland cement may be used if required by the mix design and may be used to facilitate set times as needed and shall meet the requirements of ASTM D242. Any cement used shall be considered as part of the dry aggregate weight for mix design purposes.

21.10 Laboratory Evaluation

Before work begins, the contractor shall submit a mix design covering the specific materials to be used on the project. The design will be performed by a laboratory who has experience in designing RPMS. After the mix design has been approved, no substitution will be permitted unless approved by the Engineer.

21.11 Mix Design

The proposed Rubberized Polymer Modified Slurry (RPMS) mix design shall verify compatibility of the aggregate, emulsion, mineral filler, set-control additive and rubber blend. The Mixing Time test should be done at the highest temperatures expected during construction. The original lab report shall be signed by the laboratory that performed the mix design and shall show the results of tests on individual materials. The report shall clearly show the proportions of aggregate, mineral filler (min. and max.), water (min. and max.), additive (s) (usage), asphalt emulsion and asphalt rubber blend based on the dry weight of the aggregate.

All of the component materials used in the mix design shall be representative of the materials proposed by the contractor to be used on the project. The percentage of each individual material required shall be shown in the laboratory report. Adjustments may be required during the construction, based on field conditions.

21.12 Placing

The Rubberized Polymer Modified Slurry (RPMS) mixture shall be spread by means of a controlled spreader box. All spreader boxes shall be equipped with reversible motor-driven augers when placing RPMS. Rear flexible strike-off blades shall make close contact with the

pavement and shall be capable of being adjusted to the various crown shapes so as to apply a uniform surfacing coat. Flexible drags, to be attached to the rear of the spreader box, shall be provided as directed by the Engineer. All drags and strike-off blades (rubbers) shall be cleaned daily if problems with cleanliness and longitudinal scouring occur. The spreader box shall be clean, free of all slurry and emulsion, at the start of each work shift.

Rubberized Polymer Modified Slurry (RPMS) shall be placed on the pavement in such away that the cured RPMS shall have a uniform appearance, fill all cracks, adhere firmly to the surface and have a skid-resistant surface. ***The Engineer reserves the right, in his sole discretion, to require the Contractor to apply additional applications of RPMS if the prior applications are not uniform in appearance.***

No application of Rubberized Polymer Modified Slurry (RPMS) shall occur until all deep patching, skin patching, crack sealing, or other preliminary pavement repairs have been completed by the Contractor. The surface shall be thoroughly cleaned and swept prior to the application of Rubberized Polymer Modified Slurry (RPMS). No Rubberized Polymer Modified Slurry (RPMS) shall be applied when the weather forecast indicates a probability of rainfall or when the air or pavement temperature is lower than 60 degrees Fahrenheit.

The Rubberized Polymer Modified Slurry (RPMS) shall be applied only when the existing surface is clean and free of visible moisture. The surface to be sealed shall be cleaned by the Contractor by washing, heating, scraping, sweeping, blowing, vacuuming, or other means as necessary to remove moisture, dirt, grease, or other foreign matter which would reduce the bond between the slurry and the pavement.

The Rubberized Polymer Modified Slurry (RPMS) shall be properly proportioned, mixed, and spread evenly on the surface as specified in the Standard Specifications and these Special Provisions, and as directed. The cured Rubberized Polymer Aggregate Slurry shall have a homogeneous appearance; it shall fill all surface voids and penetrate cracks, shall adhere firmly to the surface and shall have a skid-resistant texture.

Each slurry crew shall be composed of a coordinator at the project site at all times, a competent quick-set mixing man, a competent driver and sufficient laborers for any handwork and clean up.

Metal lutes will not be permitted for spreading slurry by hand methods.

If required by local temperature or dust conditions, the surface shall be pre-wetted by fogging ahead of the spreader box. The rate of application of the fog spray shall be adjusted during the day to suit temperatures, surface texture, humidity, and dryness of the pavement but shall be kept to a minimum under all conditions.

The Rubberized Polymer Modified Slurry (RPMS) shall be spread at 16 to 22 pounds per square yard of dry aggregate. The spread rate will be sufficient to fill all voids in the existing pavement and to place sufficient material to embed the largest size aggregate particles. The maximum speed of the slurry machine shall not exceed 270 feet per minute. The completed spread rate shall be within 10% of the rate determined by the Engineer after consideration of the surface texture of the existing pavement and the physical size of the aggregate in the mix. The mixture shall be uniform and homogeneous after spreading on the surface and shall not show separation

of the emulsion and aggregate after setting. Rubberized Polymer Modified Slurry (RPMS) material, to be spread in areas inaccessible to the controlled spreader box, may be spread by hand squeegees or other approved methods.

Following application of Rubberized Polymer Modified Slurry (RPMS) loose aggregate shall be removed from the parking lot to the satisfaction of the Engineer by means of vacuum sweeping.

Pneumatic rolling is required for application. Rubberized Polymer Modified Slurry (RPMS) has set sufficiently to prevent any material from adhering to the tires. The slurry surface shall be rolled by two to five complete coverages, as directed by the Engineer. Rolling shall continue until all ridges have been ironed out and a uniform smooth surface is obtained. Pneumatic rollers shall be operated at a minimum tire pressure of 60 psi. Payment for providing pneumatic rolling of streets shall be considered as included in the unit price for Rubberized Polymer Modified Slurry (RPMS) and no additional compensation shall be allowed.

21.13 Cleaning Equipment

Power brooms, power blowers, air compressors, water flushing equipment (prior to slurry only), and hand brooms shall be suitable for cleaning the surface and cracks of the old surface.

21.14 Hand Tools

Hand squeegees, shovels, hand burlap drags and other equipment shall be provided as necessary to perform the work.

21.15 Joints

No excessive build-up causing unsightly appearance shall be permitted on longitudinal or transverse joints. Unless otherwise approved, the overlap at the joints shall not exceed 2 inches and shall be feathered; excessive unapproved overlaps will not be paid for. Joints between asphalt pavement and Portland concrete pavement and/or concrete gutters shall be completely and neatly sealed without excessive slop-over onto the concrete; any unsightly and objectionable excess shall be immediately removed. At street intersections and at the beginning and end of work segments, Rubberized Polymer Modified Slurry (RPMS) shall be neatly spread or trimmed to a straight line defined by the near curb lines of the street adjacent to the work. Approved squeegees or lutes shall be used to spread Rubberized Polymer Modified Slurry (RPMS) in areas inaccessible to the machine. Care shall be exercised to ensure the maximum rate of application with no excess and leaving no unsightly appearance. Texture of RPMS spread by hand shall match that which was applied by machine. Contractor shall be responsible for the removal of all excess emulsion spread beyond slurry limits, on driveways, sidewalks, etc.

21.16 Smoothness

The finished surface of the Rubberized Polymer Modified Slurry (RPMS) shall be at least as smooth as the original pavement surface.

21.17 Cleanup

During performance and upon completion of work on this project, the Contractor shall remove all unused equipment and instruments of service, all excess or unsuitable material, and all trash, rubbish, and debris and shall legally dispose of all such items. The Contractor shall leave entire area in a neat, clean and acceptable condition as approved by Engineer. The cost for this work shall be included in the prices for all bid items in the Bid Schedule and no additional payment will be made therefore.

21.18 Removal and Resealing

Any Rubberized Polymer Modified Slurry (RPMS) application that has been rejected shall be removed by cold planing to the original pavement. A new Rubberized Polymer Modified Slurry (RPMS) application shall then be placed on the pavement. Any placement of Rubberized Polymer Modified Slurry (RPMS) that has been rejected shall be removed and replaced at the Contractor's expense.

22.0 CRACK SEAL

22.1 Description

The work shall consist of the preparation of cracks and placement of hot asphalt-rubber sealant material in all transverse, longitudinal, block and/or reflective pavement cracks greater than ¼” in width up to 1½ “ width. Cracks wider than 1” shall be cleaned and filled by the Public Works Streets Maintenance Department. The Contractor will be required to thoroughly complete preparation of all cracks at least ¼” in width no matter the number of or how widespread the existing cracks extend across the asphalt pavement, to the satisfaction of the Engineer, prior to scheduling installation of pavement reinforcing fabric and construction of asphalt concrete overlay, or prior to scheduling slurry seal.

22.2 Delivery and Storage

All materials shall be delivered to the site in an undamaged condition. The materials shall be protected against damage and stored in a location approved by the Engineer. Defective or damaged materials shall be replaced by the Contractor at no expense to the Town.

22.3 Materials

Asphalt-vulcanized rubber crack sealant material for pavement cracks greater than ¼” up to 1 ½ “ in width, shall be CrafcTMo PolyFlex Type 3 sealant or approved equal and shall conform to the following requirements:

1. Asphalt shall be PG 70-10 grade conforming to the provisions of Section 203 of the Standard Specifications.
2. Sealant material when heated in accordance with ASTM D5078 shall have the following characteristics:

Test	Limits
Cone Penetration (ASTM D5329)	20 – 40
Resilience (ASTM D5329)	30% Min.
Softening Point (ASTM D36)	210 °F Min.
Ductility, 77 °F (ASTM D113)	30 cm. Min
Flexibility (ASTM D3111 Modified)	Pass at 30 °F
Flow 140 °F (ASTM D5329)	3 mm Max
Asphalt Compatibility (ASTM D5329)	Pass
Bitumen Content (ASTM D4)	60% Min.
Tensile Adhesion (ASTM D5329)	400% Min.
Recommended Pour Temperatures	380 °F
Unit Weight at 60 °F	10.0 lbs./gal.

3. The sealant material shall have no water or volatile solvents and shall cure immediately upon cooling to a sufficient viscosity to prevent tracking by traffic.
4. The material will be packaged in approximately 60 lb. boxes with a polyethylene liner. The boxes shall be placed on pallets weighing approximately 2200 lbs. and shall be covered with a weather resistant covering.
5. The asphalt-rubber crack sealant material shall be accompanied by a certificate of compliance with these specifications from the manufacturer.

The Contractor shall submit the manufacturer's material certification for the asphalt sealant to the Engineer for review and approval at least fourteen (14) days prior to commencing any work.

22.4 Equipment

The equipment to mix and apply rubberized asphalt crack sealer shall be CrafcTM Model BC-220 or approved equal of current manufacturer.

The joint and crack routing and cleaning machine shall be CrafcTM Model 200 or approved equal of current manufacturer.

The joint cleaner attachment shall be CrafcTM Model 110 or approved equal of current manufacturer.

22.5 Preparation of Cracks

All cracks to be sealed (1/4" or greater in width) shall be swept and cleaned with two passes of hot compressed air to remove dust, moisture and foreign material for a minimum of 6 inches on each side of the crack.

22.5.1 Weed Killer

All cracks and joints shall be treated with an approved weed killer at least two (2) days before sealant application if weeds or other plant material are present in the pavement cracks. The Contractor shall apply weed killer to all plant material prior to their removal, according to the manufacturer's specifications.

22.5.2 Crack Cleaning and Drying

The crack reservoir shall be cleaned and dried by making two (2) passes along the crack with a flame-free hot compressed air lance capable of delivering hot air at 3000°F and 3,000f/s. Care shall be taken to avoid overheating the pavement. The first pass should be made along the crack in a steady fashion, and should clean and heat, but not burn, the crack sidewalls. The heat lance should be held approximately 2 inches above the crack channel. Proper heating is manifested by a slightly darkened color; burning is apparent by a black color and a very gritty texture.

The second pass should completely remove all the dislodged crack particles from the roadway and shoulder.

The hot air-blasting operation shall be conducted immediately prior to the sealing operation to limit the amount of dust and debris blown into the cleaned crack channel, maximize crack warmth, and minimize the potential for formulation of moisture condensation in the crack channel.

22.6 Construction

The asphalt rubber sealant material shall be applied immediately following the heat lance operation that cleans and dries the crack reservoir. The sealant applicator should stay within 50 yards of the heat lance during its second pass, and in no event shall the sealant be placed more than five (5) minutes after the crack has been heated by the heat lance.

The sealant material shall be melted in a jacketed double boiler type melting unit, which is equipped with both agitation and re-circulation systems, and applied at temperature of 380° F, using a pressure feed wand application system.

Joints and cracks shall be sealed from the bottom up and sealant material shall be applied so it is flush with the existing pavement surface. Care shall be taken to avoid spillage and runover onto the surface of the pavement. The surface of pavement shall be immediately squeegeed smooth after the cracks have been filled. Traffic shall not be allowed on the material until it has been sanded to prevent tracking.

In addition to these specifications, the crack preparation and application of crack sealant material shall be in accordance with the manufacturer's recommendations or as outlined in the booklet, "Sealing and Resealing Cracks the Crafcow Way," as published by Crafcow Inc., 420 N. Roosevelt Ave., Chandler, Arizona 85226; 800-528-8242.

22.7 Measurement and Payment

Payment for preparation of cracks and application of weed killer and asphalt-rubber sealant shall be considered as included in the unit bid item price for Crack Seal (1" inch wide or less), and

shall represent full compensation for furnishing all labor, materials, tools, equipment and incidentals to accomplish the work as specified herein, and no additional compensation will be allowed therefore.

23.0 PARKING LOT STRIPING, MARKINGS, AND SIGNAGE

23.1 General

All existing Striping or markings on parking lots, to be slurred shall be removed by the Contractor. The parking lot striping shall be replaced with new in-kind striping, once the RPMS is applied, including pavement markings and signs with posts, if missing.

23.2 Pavement Markings

Pavement markings shall conform to the provisions in Section 214, "Traffic Striping, Curb and Pavement Markings and Pavement Markers" of the Standard Specifications and these Special Provisions. All handicap parking stalls shall stripe back per code requirements or directed by the Engineer, including pavement markings, signs, and post (if missing)

23.3 Measurement and Payment

Payment for removal of existing striping, and installation of permanent striping, markings and legends, shall be considered as included in the unit bid item price for Rubberized Polymer Modified Slurry (RPMS), and shall represent full compensation for furnishing all labor, materials, tools, equipment and incidentals to accomplish the work as specified herein, and no additional compensation will be allowed therefore.

END OF SECTION

Construction Bid Items

Each respective bid item and bid schedule as shown on the proposal form shall comply with all respective sections of the most current edition of Standard Specifications for Public Works Construction (Green Book), its supplements, and any other publications as specified. If there is a conflict between these inclusions and the Standard Specifications, these inclusions shall have precedence.

Contractor shall provide all construction surveying and staking at no extra cost. Compensation for construction surveying and staking shall be considered as included in various bid items. No additional compensations will be allowed.

BID ITEM 1: MOBILIZATION:

This bid item shall comply with the requirements of Section 7-3.4, "Mobilization", of the Standard Specifications. This bid item will *not exceed the 2%* of the total bid amount.

Mobilization may include, but not be limited to, the following principal items:

1. Submittal and modification, as required, of the Construction Schedule.
2. Providing a Project Office.
3. Review of the Site.
4. Obtaining all required Transportation Permits.
5. Submittal of all required insurance certificates and bonds as required by these Specifications
6. Moving onto the site, including, but not limited to:
 - A. Equipment
 - B. Arranging for and erection of Contractor's work and storage areas.
7. Installing construction fencing and temporary construction power and wiring.
8. Providing a minimum of one restroom facility for each twenty-five (25) workers occupying the site. Facilities may include existing functioning restrooms, or portable chemical facilities, or any combination thereof, and shall count as one for each urinal or one for each water closet (as required).
9. Installing all temporary utilities (as required).
10. Establishing required fire protection provisions.
11. Posting all OSHA required notices and establishment of safety programs.
12. Posting of all Department of Labor notices.
13. Having the Contractor's superintendent at the job site full-time and responding 24 hours per day.
14. Air and water quality protective measures, as necessary, and without limitation.
15. Potholing and other research and review as necessary to verify site conditions and utility locations.
16. Demobilization of the Site.
17. **Provide a project sign per Town requirements.**
18. Any other item as specified.

The cost of bonds, insurance, move in and move out costs, preparation and submission of

submittals, obtaining encroachment permits, and miscellaneous incidental costs, shall be included in the Bid Item provided for mobilization and demobilization and incidental project costs as a lump sum item, for which 75 percent (75%) will be eligible for inclusion in the first progress payment, with the remaining 25 percent (25%) not eligible for inclusion until 100 percent (100%) of the work has been completed and if progress of the work is satisfactory. No work shall be started without prior approval of the submittals. Failure to comply with the preceding requirement will be sufficient ground for the Engineer to stop all work on the project until the requirements are met.

Payment for this bid item shall be paid per lump Sum and shall be considered as full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in Mobilization per project plans or specifications; no additional compensation will be allowed.

BID ITEM 2: TRAFFIC CONTROL

This bid item shall include all traffic control operations and devices proposed for use on this project shall conform to the latest MUTCD, and the Special Provisions as contained herein.

Work under this section shall include, but not be limited to, traffic control and additional control as specified by the Town including temporary traffic light signals, barricades, flaggers (flagmen), portable delineators, traffic cones, signs, portable flashing beacons, channelizers, temporary railing (Type K), and crash barriers. The Contractor shall utilize solar powered equipment as much as possible to maintain the control existing traffic. Battery operated equipment shall be utilized for nighttime operations.

Payment for this item at the lump sum bid for this work shall be considered as full compensation for doing all work specified and no additional compensation will be made.

BID ITEM 3: PAVEMENT MARKERS, MAKINGS, LEGENDS, STRIPING, AND SIGNAGES;

This bid item shall include all traffic striping and markings and shall conform to *Section 310 "Painting" of the Standard Provisions* and *Section 84, "Traffic Stripes and Pavement Markings," of the Caltrans Standard Specifications*, as shown on the plans and specified herein.

The Contractor shall remove existing traffic markings that will prevent slurry to adhere to street surface. All raised pavement markers shall be protected in place, thoroughly cleaned, and replaced at contractor's expense if damaged or inadequately cleaned.

Town Engineer shall approve exact location of all striping, markings, and markers prior to installation.

All striping and markings shall be thermoplastic unless otherwise specifically noted to be painted. All painted striping, including new and re-striping, shall be applied in two coats.

Re-striping of major arterial shall include installation of raised pavement markers with the centerline striping.

The Contractor shall be responsible for maintaining traffic striping, signing, and markings as necessary to control traffic throughout the duration of his work.

As part of the contract, all existing striping, markings, and pavement markers shall be documented by the Contractor.

All striping limit lines left illegible by slurry must be temporarily replaced on the same day of slurry sealing. The method of temporary striping must have prior approval by the Engineer.

Existing conflicting striping and markings shall be removed by sandblasting or grinding.

Raised Pavement Markers Removal and Replacement shall conform to Section 85, "Pavement Markers" of the **Caltrans Standard Specifications**, as shown on the plans and specified herein.

This bid item shall also include removal and replacement of blue markers for fire hydrant locations. Installation of blue markers shall conform to the requirements of the High Desert Water District.

Payment for this item at a lump sum bid shall be considered as full compensation for all necessary striping, pavement marking and raised pavement markers, and no additional compensation will be allowed.

BID ITEM 4: CRACK SEAL

This bid item shall consist of cleaning and sealing cracks in accordance with these special provisions:

The Contractor shall seal all existing cracks up to 1½ inches wide, including alligators; edges; lane joints; traverse and longitudinal; and all random cracks.

Prior to sealing cracks, the Contractor shall remove all existing temporary A.C. (if applicable), patching materials, vegetation and organic material from cracks. A Crafcro Model 30 router, or approved equal, shall be used to rout the cracks. All loose materials shall be removed from cracks to be sealed by using hot air lance accompanied by not less than 175 cfm compressor producing an air stream velocity of 3,000 ft/sec. and heated air temperature of 350 degree F immediately before the application of crack sealant

Crack sealant shall be Crafcro Polyflex Type 3 for hot climate, conventional asphalt, or approved equivalent and shall conform to the provisions in Section 303-1.8.7 of the Standard Specifications. Sealant shall be applied from the bottom of the crack up to the surface in a manner which does not result in sealant bridging or entrapping air pockets. The sealant shall be applied to slightly overfilled condition and then leveled by means of a drag pot or squeegee. The overband shall not exceed 1" on either side of the crack.

Cracks not cleaned or sealed in conformance with these specifications shall be rejected and all costs incurred for removal and replacement of the rejected area(s) shall be borne exclusively by the Contractor.

The Contractor shall be responsible for all expenses related to the proper and legal disposal of all refuse and debris generated or related to the work.

Payment for these items shall be paid per Linear Foot and shall be considered as full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in construction of this item and no additional compensation will be allowed.

BID ITEM 5: CAPE SEAL

This bid item shall consist of applying cape seal, which is comprised of an application of a Medium-PMCRS-2h chip seal followed by an application of Rubberized Polymer Modified Slurry (RPMS) Type III slurry seal. Medium-PMCRS-2h chip seal shall conform to the 2021 Greenbook Section 302-2 "Chip Seal" standard specifications. RPMS Type III slurry seal shall conform to Section 21 of these Technical Provisions.

Immediately prior to placing the chip seal and slurry seal, all utility covers and exposed survey monuments shall be protected with butcher paper and a thin layer of 30-mesh sand or by alternative means approved by the Engineer. The Engineer, prior to construction, shall mark survey monuments.

Cold milling asphalt pavement that intersects with the concrete pavement at low water crossing locations shown on the project map, shall be performed prior to placing chip seal to ensure the placement of chip and slurry seal creates a smooth transition between asphalt and concrete pavement.

Asphalt pavement shall be milled from the point of intersection with concrete pavement about six feet (6') back. The pavement shall be milled to three-eighth inch (3/8") below concrete pavement to ensure a smooth transition once chip and slurry seal is applied.

The application of the chip seal shall be scheduled to commence after 7:00 a.m. and shall be complete prior to 2:00 p.m. No chip seal shall be placed when the weather forecast indicates a probability of rainfall or when the air or pavement temperature is no higher than 60 degrees and rising.

Streets shall receive thorough sweeping prior to placing chip seal. All streets shall be swept prior to construction to accurately locate all existing edges of pavement and to clearly expose the existing surface conditions.

No slurry seals must be done on trash pick-up days. Trash pick-up schedules for the streets to be slurry sealed shall be provided by Burrtec Waste Services.

The contractor shall perform a final continuous sweeping of the RPMS Type III slurry seal one week after the initial application of the slurry.

Weigh tickets for slurry seal shall be submitted to the Engineer at the end of each work day.

Surface oil and grease located in the areas to be chip sealed shall be removed or sealed with emulsified gilsomite, or an equivalent material approved by the Engineer, before the application of the chip seal.

All required materials testing will be arranged for by the Town. The cost of materials testing shall be borne by the Town. The cost for any retesting as a result of the Contractor's failure to meet the requirements of these specifications shall be charged to the Contractor and withheld from final payment.

Any vegetation in the area of the slurry seal shall be removed and an approved chemical applied, at least ten days prior to the placing of the slurry. The chemical used shall be Round Up or an equivalent approved by the Engineer.

Payment for these items shall be paid per square feet and shall be considered as full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in construction of this item and no additional compensation will be allowed.

BID ITEM 6: SLURRY SEAL

This bid item shall conform to the Special Provisions Section 21 for Rubberized Polymer Modified Slurry (RPMS) Type II Slurry Seal. Slurry seal shall be placed a minimum of four (4) and a maximum of fourteen (14) days after placement of any chip seal.

Place slurry seals if both the pavement and air temperatures are at least 50 degrees F and rising. The expected high temperature must be at least 65 degrees F within 24 hours after placement. Do not place slurry seals if rain is imminent or the air temperature is expected to be below 36 degrees F within 24 hours after placement.

Spread slurry seals uniformly and do not spot, rehandle, or shift the mixture. Within 4 hours after placement, slurry seals must be set enough to allow traffic without pilot cars. Protect slurry seals from damage until it has been set and will not adhere or be picked up by vehicle tires.

Slurry seals must not exhibit distress from traffic such as bleeding, raveling, separation, or other distresses. Finished slurry seals must be smooth and free of irregularities such as scratches or tear marks. Sweep the slurry seals 24 hours after placement without damaging the slurry seals.

No slurry seals must be done on trash pick-up days. Trash pick-up schedules for the streets to be slurry sealed shall be provided by Burrtec Waste Services.

For 4 days afterwards, sweep the slurry seals daily unless determined otherwise by the Engineer. The slurry seals must not show bleeding, raveling, separation, or other distresses for 15 days after placing. If bleeding, raveling, delaminating, rutting, or wash-boarding occurs after placing the slurry seals, make repairs using an authorized method.

Payment for these items shall be paid per square feet and shall be considered as full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in construction of this item and no additional compensation will be allowed.

BID ITEM 7: ADJUST WATER VALVE TO GRADE

This bid Item shall include the adjustment of water valve covers to the new finished pavement surface as detailed below and as directed by the Engineer:

The Contractor shall adjust water valve cans to finished grade per HDWD standards, note existing valve cans are adjustable and no concrete collars are necessary.

This is only required for streets where cape seal will be applied.

Payment for this Item at the price bid per each shall include full compensation for furnishing all labor, materials, and equipment necessary for doing all work as specified herein and no additional compensation will be allowed, therefore.

END OF SECTION

EXHIBIT “A”

PROJECT STREET LIST

**2025 Townwide Slurry/Cape Seal Street List
Annual Street Maintenance Program**

Street Name	From	To	Length (ft.)	Width (ft.)	Area (sq.ft.)	Type
Rome Ct	Paxton Road	End	418	26	10868	slurry
Red Bluff Avenue	Paxton Road	Redondo Street	990	25	24750	slurry
	Redondo Street	Airway Avenue	918	25	22950	slurry
	Airway Avenue	244' North	244	25	6100	slurry
Redondo Street	Red Bluff Avenue	560' East	560	28	15680	slurry
	560' East	Airway Avenue	118	28	3304	cape
	Airway Avenue	Murrieta Avenue	360	26	9360	cape
	Murrieta Avenue	Palo Alto Avenue	361	25	9025	cape
Airway Court	Airway Avenue	End	219	24	5256	slurry
Airway Avenue	Paxton Road	Airway Court	636	32	20352	slurry
	Airway Court	Redondo Street	515	30	15450	slurry
	Redondo Street	713' Northwest	713	26	18538	slurry
Murrieta Lane	Paxton Road	Redondo Street	1156	27	31212	slurry
	Redondo Street	End	487	24	11688	slurry
Palo Alto Avenue	Paxton Road	Redondo Street	1048	26	27248	slurry
	Redondo Street	242' North	242	24	5808	slurry
	242' North	End	245	24	5880	cape
imperial Drive	Paxton Road	1046' North	1046	25	26150	slurry
	1046' North	Redondo Street	420	25	10500	cape
Paxton Road	SR 247	Rome Court	480	31	14880	cape
	Rome Court	Red Bluff Avenue	310	38	11780	slurry
	Red Bluff Avenue	Airway Avenue	274	35	9590	slurry
	Airway Avenue	Murrieta Avenue	357	26	9282	slurry
	Murrieta Avenue	Palo Alto Avenue	365	26	9490	slurry
	Palo Alto Avenue	Imperial Drive	286	26	7436	slurry
	Imperial Drive	Sunnyslope Drive	296	26	7696	slurry
	Imperial Drive	Warren Vista Avenue	306	31	9486	slurry
	Warren Vista Avenue	1354'	1354	25	33850	slurry
	1354'	Balsa Avenue	1354	26	35204	slurry
St. Mary's Drive	SR 247	End	1485	26	38610	slurry
Crestview Drive	SR 247	Airway Avenue	1605	23	36915	cape
	Airway Avenue	End	504	36	18144	slurry
SR 247 OHW	Crestview Drive	Saint Marys Drive	365	25	9125	slurry
Airway Avenue	Crestview Drive	Saint Marys Drive	294	28	8232	slurry
Cassia Drive (West)	Sage Avenue	End	456	26	11856	slurry
Cassia Drive (East)	Sage Avenue	Barberry Avenue	416	26	10816	slurry
	Barberry Avenue	End	90	26	2340	slurry
Sage Avenue	SR 62	166' North	166	58	9628	cape
	166' North	Antelope Trail	354	58	20532	slurry
	Antelope Trail	Cassia Drive (East)	827	47	38869	slurry
	Cassia Drive (East)	Cassia Drive (West)	113	47	5311	slurry
	Cassia Drive (West)	68' North	68	28	1904	slurry
Barberry Avenue	SR 62	264' North	264	33	8712	cape
	264' N/O SR 62	Antelope Trail	158	33	5214	slurry
	Antelope Trail	Cassia Drive (East)	799	33	26367	slurry
Antelope Trail	Yucca Wash	Sage Avenue	544	26	14144	slurry
	Sage Avenue	Barberry Avenue	560	33	18480	slurry
	Barberry Avenue	Community Center	715	33	23595	slurry

	Community Center	Dumosa Avenue	351	27	9477	slurry
Dumosa Avenue	SR 62	Antelope Trail	439	28	12292	slurry
	Antelope Trail	End	347	28	9716	slurry
Aviation Drive	SR 247	Airway Avenue	1322	33	43626	slurry
Encelia Drive	SR 247	Chia Court	307	34	10438	slurry
	Chia Court	Airway Avenue	506	27	13662	slurry
Chia Court	End	Encilia Drive	359	27	9693	slurry
Airway Avenue	SR 62	Encilia Drive	628	32	20096	slurry
	Encilia Drive	Aviation Drive	459	32	14688	slurry
	Aviation Drive	Sunnyslope Drive	323	35	11305	slurry
Sunnyslope Drive	Airway Avenue	Warren Vista Avenue	1366	31	42346	slurry
	Warren Vista Avenue	1272' East	1272	31	39432	cape
Warren Vista Avenue	Sunnyslope Drive	Lindberg Lane	589	33	19437	slurry
Lindberg Lane	Warren Vista Avenue	Crestview Court	290	33	9570	slurry
	Crestview Court	End	687	33	22671	slurry
Crestview Court	Lindberg Lane	End	315	33	10395	slurry
Hilton Avenue	SR 62 N	Sunnyslop Drive	425	37	15725	slurry
	Sunnyslope Drive	79' West	79	31	2449	slurry
Hilton Avenue	SR 62 S	End	315	78	24570	slurry
Sage Avenue	SR 62	Yucca Trail	78	56	4368	cape
	Yucca Trail	Pueblo Trail	1673	32	53536	slurry
	Pueblo Trail	Onaga Trail	1370	46	63020	slurry
	Onaga Trail	168' South	168	53	8904	slurry
Aster Avenue	Yucca Trail	Pueblo Trail	1694	33	55902	slurry
	Pueblo Trail	Onaga Trail	1365	33	45045	slurry
Barberry Avenue	SR 62	Yucca Trail	318	61	19398	cape
	Yucca Trail	Pueblo Trail	1682	31	52142	slurry
	Pueblo Trail	Onaga Trail	1365	31	42315	slurry
Condalia Avenue	Yucca Trail	Pueblo Trail	1690	30	50700	slurry
	Pueblo Trail	Onaga Trail	1366	30	40980	slurry
Dumosa Avenue	Yucca Trail	Pueblo Trail	1682	30	50460	slurry
	Pueblo Trail	Onaga Trail	1367	30	41010	slurry
Joshua Lane	SR 62	970' South	970	69	66930	slurry
Joshua Lane	Yucca Trail	Elata Avenue	363	52	18876	slurry
	Elata Avenue	Pueblo Trail	1389	38	52782	slurry
	Pueblo Trail	Onaga Trail	1365	36	49140	slurry
Elata Avenue	Joshua Lane	Pueblo Trail	1415	33	46695	slurry
	Pueblo Trail	Onaga Trail	1367	35	47845	slurry
Yucca Trail	Sage Avenue	Aster Avenue	217	47	10199	slurry
	Aster Avenue	Barberry Avenue	449	43	19307	slurry
	Barberry Avenue	Condalia Avenue	434	68	29512	slurry
	Condalia Avenue	Dumosa Avenue	220	68	14960	slurry
	Dumosa Avenue	Dumosa Avenue	151	68	10268	slurry
	Dumosa Avenue	Joshua Lane	479	68	32572	slurry
	Joshua Lane	Lupine Drive	536	60	32160	cape
	Lupine Drive	Valley Vista Avenue	77	52	4004	cape
	Valley Vista Avenue	Joshua View Drive	670	60	40200	slurry
	Joshua View Drive	Airway Avenue	435	69	30015	slurry

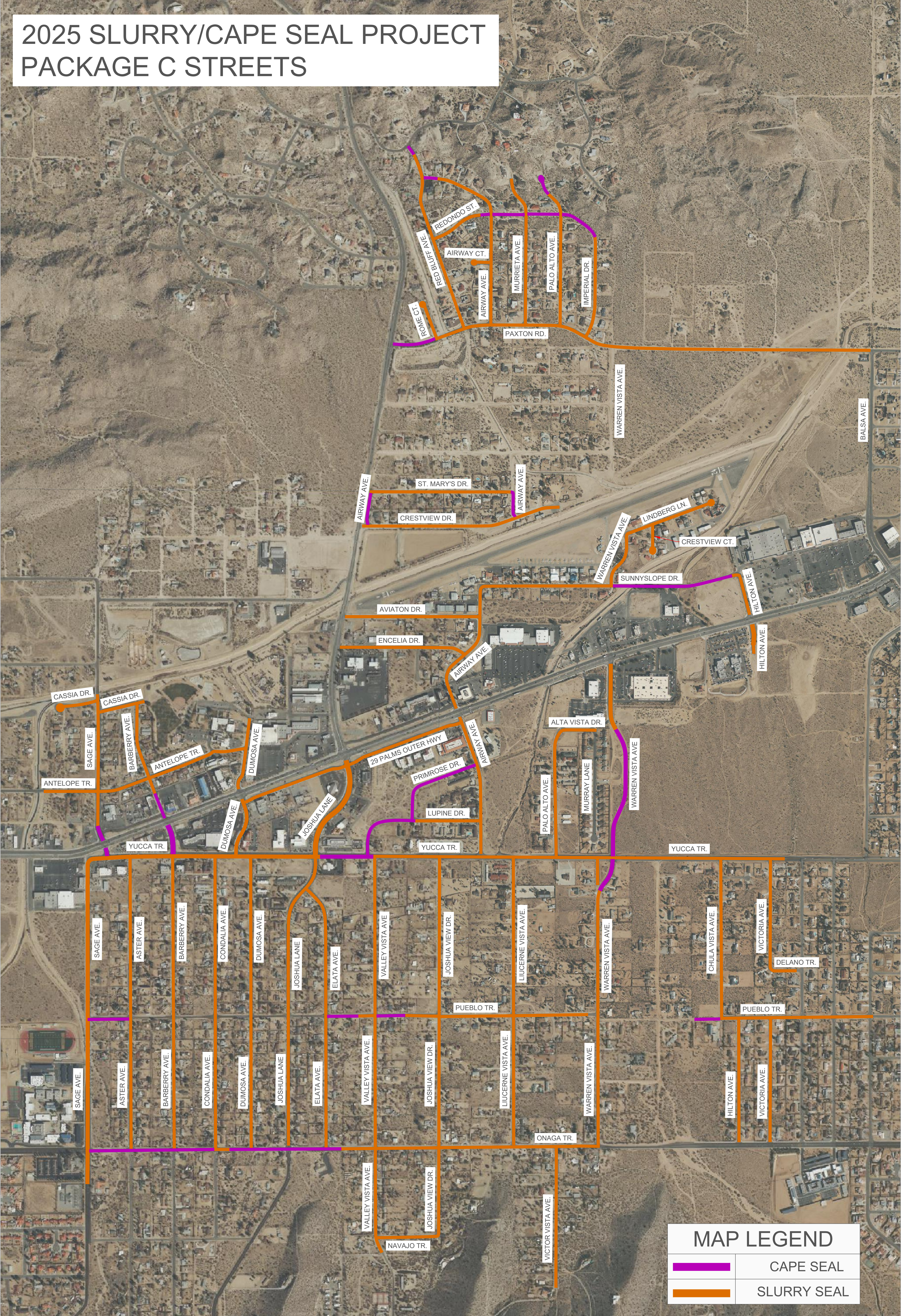
	Airway Avenue	Lucerne Vista Avenue	338	62	20956	slurry
	Lucerne Vista Avenue	Palo Alto Avenue	445	60	26700	slurry
	Palo Alto Avenue	Warren Vista Avenue	586	49	28714	slurry
	Warren Vista Avenue	Bonita Trail	480	35	16800	slurry
	Bonita Trail	Chula Vista Avenue	647	34	21998	slurry
	Chula Vista Avenue	Victoria Avenue	516	27	13932	slurry
Dumosa Avenue	SR 62	Yucca Trail	614	33	20262	slurry
29 Palms Outerhighway	Dumosa Avenue	Joshua Lane	1151	34	39134	slurry
	Joshua Lane	Airway Avenue	1271	29	36859	slurry
Airway Avenue	SR 62	Primrose Drive	506	34	17204	slurry
	Primrose Drive	Lupine Drive	588	28	16464	slurry
	Lupine Drive	Yucca Trail	386	29	11194	slurry
Lupine Drive	Yucca Trail	Primrose Drive	757	31	23467	cape
	Primrose Drive	Airway Avenue	607	26	15782	slurry
Primrose Drive	Lupine Drive	Airway Avenue	1028	26	26728	slurry
Valley Vista Avenue	Yucca Trail	Pueblo Trail	1662	28	46536	slurry
	Pueblo Trail	Onaga Trail	1364	29	39556	slurry
	Onaga Trail	Navajo Trail	936	32	29952	slurry
	Navajo Trail	End	974	20	19480	slurry
Navajo Trail	Valley Vista Avenue	Joshua View Drive	661	25	16525	slurry
Joshua View Drive	Yucca Trail	Pueblo Trail	1652	26	42952	slurry
	Pueblo Trail	Onaga Trail	1364	26	35464	slurry
	Onaga Trail	Navajo Trail	930	26	24180	slurry
Lucerne Vista Avenue	Yucca Trail	Pueblo Trail	1639	30	49170	slurry
	Pueblo Trail	Onaga Trail	1365	27	36855	slurry
Palo Alto Avenue	Yucca Trail	Alta Vista Drive	1298	34	44132	slurry
Alta Vista Drive	Palo Alto Avenue	Murray Lane	383	25	9575	slurry
Murray Lane	Alta Vista Drive	End	1145	36	41220	slurry
Warren Vista Avenue	Yucca Trail	End	217	33	7161	slurry
Warren Vista Avenue	Yucca Trail	340' South	340	31	10540	cape
	340' South	Pueblo Trail	1308	31	40548	slurry
	Pueblo Trail	Onaga Trail	1314	28	36792	
Victor Vista Avenue	Onaga Trail	End	1472	23	33856	slurry
Onaga Trail	Sage Avenue	Aster Avenue	452	33	14916	cape
	Aster Avenue	Barberry Avenue	445	33	14685	cape
	Barberry Avenue	Condalia Avenue	432	33	14256	cape
	Condalia Avenue	150' East	218	35	7630	slurry
	150' East	Dumosa Avenue	220	33	7260	cape
	Dumosa Avenue	Joshua Lane	391	34	13294	cape
	Joshua Lane	Elata Avenue	390	39	15210	cape
	Elata Avenue	140' East	140	39	5460	cape
	140' East	Valley Vista Avenue	369	39	14391	slurry
	Valley Vista Avenue	Joshua View Drive	667	33	22011	slurry
	Joshua View Drive	Lucerne Vista Avenue	773	27	20871	slurry
	Lucerne Vista Avenue	Warren Vista Avenue	887	32	28384	slurry
Pueblo Trail	Sage Avenue	Aster Avenue	440	26	11440	cape
	Elata Avenue	184' East	184	24	4416	cape
	184' East	Valley Vista Avenue	325	24	7800	slurry

	Valley Vista Avenue	Joshua View Drive	665	29	19285	slurry
	Joshua View Drive	Lucerne Vista Drive	773	26	20098	slurry
	Lucerne Vista Drive	731' East	731	26	19006	slurry
Chula Vista Avenue	Yucca Trail	Pueblo Trail	1653	25	41325	slurry
Victoria Avenue	Yucca Trail	Delano Trail	400	30	12000	slurry
Delano Trail	Victoria Avenue	Alaba Avenue	332	35	11620	slurry
Pueblo Trail	End	Chula Vista Avenue	314	27	8478	cape
	Chula Vista Avenue	Hilton Avenue	179	30	5370	slurry
	Hilton Avenue	Victoria Avenue	331	28	9268	slurry
	Victoria Avenue	Alaba Avenue	330	30	9900	slurry
Hilton Avenue	Pueblo Trail	Onaga Trail	1322	31	40982	slurry
Victoria Avenue	Pueblo Trail	Onaga Trail	1322	32	42304	slurry
Golden Bee Drive	Cholla Avenue	Amador Avenue	1844	30	55320	cape
	Amador Avenue	Grand Avenue	391	30	11730	cape
	Grand Avenue	Sage Avenue	1147	22	25234	cape
Yucca Mesa Road	Barron Drive	1818'	1818	24	43632	cape
	1818'	Douglas Lane	1818	24	43632	cape



EXHIBIT “B”

PROJECT LOCATION MAP

2025 SLURRY/CAPE SEAL PROJECT PACKAGE C STREETS



MAP LEGEND



	CAPE SEAL
	SLURRY SEAL

2025 SLURRY/CAPE SEAL PROJECT
YUCCA MESA RD. - BARRON DR. TO DOUGLAS LN.

DOUGLAS LN.

YUCCA MESA RD.

CRESTVIEW DR.

MAP LEGEND	
	CAPE SEAL
	SLURRY SEAL

2025 SLURRY/CAPE SEAL PROJECT
GOLDEN BEE DR. - CHOLLA AVE. TO SAGE AVE.

CHOLLA AVE.

AMADOR AVE.

GRAND AVE.

SAGE AVE.

GOLDEN BEE DR.

GOLDEN BEE DR.

MAP LEGEND

- CAPE SEAL
- SLURRY SEAL