

Town of Yountville

**SPECIAL PROVISIONS
NOTICE TO CONTRACTORS
PROPOSAL AND CONTRACT**

FOR CONSTRUCTION OF

2015 STREET RECLAMATION PROJECT (ST-2016)

FOR USE IN CONNECTION WITH CALTRANS 2010 STANDARD SPECIFICATIONS, 2010 STANDARD PLANS, TOWN OF YOUNTVILLE DESIGN AND CONSTRUCTION STANDARDS DATED APRIL 1996 (WITH AMENDMENTS THROUGH JUNE 2009), GENERAL PREVAILING WAGE RATES AND LABOR SURCHARGE AND EQUIPMENT RENTAL RATES, EFFECTIVE ON THE DATE OF NOTICE TO CONTRACTORS.

BID OPENING DATE:

11:00 a.m., Monday, September 7, 2015

**PAVEMENT ENGINEERING INC.
3820 Cypress Drive, Suite 3
Petaluma, CA 94954
(707) 769-5330**

TOWN OF YOUNTVILLE
Yountville, California

NOTICE TO CONTRACTORS

FOR CONSTRUCTION OF

2015 STREET RECLAMATION PROJECT (ST-2016)

Bids Open Monday 11:00 a.m., September 7, 2015

Sealed proposals will be received at the office of the Town Clerk, Town Hall, 6550 Yount Street, Yountville, CA 94599. The Town Clerk will receive bids until 11:00a.m. on the bid open date, at which time they will be publicly opened and read aloud in the Town Council Chambers at Town Hall. Bids received after this time will not be accepted. Bids will be referred to the Yountville Town Council for consideration.

General Work Description: The work, in general, consists of full depth asphalt repairs, including: cold planning, lime/cement soil treatment, Hot Mix Asphalt (HMA) paving, shoulder backing, striping, traffic control, and related items of work as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Plans, specifications, bid documents and documents incorporated by reference in these specifications are available for examination at the office of Public Works Department at Town Hall, 6550 Yount Street, Yountville, CA 94599. Bid sets may be viewed and purchased at Blue Print Express Reprographics on-line at www.blueprintexpress.com/yountville or by calling (707) 745-3593. Electronic and hard copies may be obtained at a non-refundable cost of \$25.00 per set plus shipping and handling. **All bidders must purchase a complete bid set from BPXpress Reprographics in order to be considered responsive and to receive addenda notifications.**

All contractors doing work in Town are required to have a Town business license (\$47/each).

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

Complete the work within 15 working days.

The estimated base bid cost of construction is \$183,000.

No Pre-Bid meeting is scheduled for this project.

The Contractor shall possess a Class A "General Engineering" Contractor's license at the time this contract is bid.

Bidders are responsible to check for any addendums or updates to these contract documents. Bids which do not comply with any addendums or updates will be rejected as non-responsive. Bidders must check directly with the Town of Yountville Public Works Department 707-944-8851 for the latest addendums and updates.

Bids are required for the entire work described herein. This contract is subject to State contract non-discrimination and compliance requirements pursuant to Government Code, Section 12990.

Each bid shall be accompanied by a certified or cashier's check payable to the Town of Yountville or a satisfactory bid bond in favor of the Town of Yountville executed by the bidder as principal, and a satisfactory surety company, licensed as such in the State of California, as surety, in an amount not less than 10% of the maximum amount of the base bid. The estimated cost of construction for the base bid is \$ 183,000. The check or bid bond shall be given as a guarantee that the bidder shall execute the contract, if awarded, in conformity with the contract documents and shall provide the statutory performance bond and labor and material bond for 100% of the contract price, conditioned upon the faithful performance of said contract, said bonds to be provided within ten (10) days after notification of the award of the contract to the bidder. The successful bidder shall furnish a maintenance bond for 20% of the cost of work prior to release of the performance bond.

Notice is further given that pursuant to Section 4590 of the California Government Code, the Contractor is permitted to substitute securities for any monies withheld by the Town to ensure performance under a contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Town or with State or Federally chartered bank as the escrow agent, who shall then pay such monies to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor. Securities eligible for investment shall include those listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

Pursuant to Section 1720 et seq. and 1770 et seq., of the Labor Code of the State of California, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Directors of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at the Town of Yountville, 6550 Yount Street, Yountville, CA 94599 and available from the California Department of Industrial Relations' Internet web site at www.dir.ca.gov/DLSR/PWD. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates. The successful bidder shall post a copy of such determinations at each job site.

CONTRACTORS AND SUBCONTRACTORS ARE ALSO REQUIRED TO BE REGISTERED WITH THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS

FOR ANY BID PROPOSAL SUBMITTED ON OR AFTER MARCH 1, 2015, AND FOR ANY CONTRACT FOR PUBLIC WORK ENTERED INTO ON OR AFTER APRIL 1, 2015. A contractor or subcontractor shall not be qualified to bid on, be listed on a bid proposal for, or perform any public work contract unless it is currently registered with the California Department of Industrial Relations as described in Labor Code § 1725.5.

The Town Council reserves the right to reject any and all bids or to waive any defects or irregularity in bidding in accordance with applicable law. In accordance with California Public Contract Code Section 20103.8, if the Town Council elects to award a contract for performance of the project, the contract will be awarded in accordance with California Public Contract Code Section 20162 and other applicable law to the responsible bidder submitting a responsive bid with the lowest total bid price for the base bid plus all additive alternate bid prices.

No bidder may withdraw his bid for a period of 35 days after the date set for the opening of bids.

DATED: This 7th day of August 2015

TOWN OF YOUNTVILLE
State of California

By: Joe Tagliaboschi
Public Works Director

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PROJECT PLANS

**TOWN OF YOUNTVILLE
YOUNTVILLE, CALIFORNIA**

2015 STREET RECLAMATION PROJECT (ST-2016)

GENERAL CONDITIONS

SECTION A - DEFINITIONS

A-01 Definitions.

Whenever any word or expression, defined in this Section, occurs in the Contract documents, it shall have and is mutually understood to have the following meaning:

- a. "TOWN " shall mean the Town of Yountville, Napa County, California acting through the TOWN COUNCIL of the TOWN OF YOUNTVILLE or any other Board, body, official or officials to which or to whom the power belonging to the TOWN COUNCIL shall by virtue of any act or acts, hereafter pass or be held to appertain.
- b. "OWNER" shall be equivalent to "Town" as defined above in A.01.a.
- c. "COUNTY" shall mean the County of Napa, Napa County, California.
- d. "ENGINEER" shall mean the Town Engineer duly and officially appointed by the Town to provide general administration of the Contract, acting personally or through agents or assistants duly authorized by him, such agents or assistants acting within the scope of the particular duties entrusted to them.
- e. "INSPECTOR" shall mean the engineering or technical inspector duly authorized or appointed by the Engineer, limited to the particular duties entrusted to him.
- f. "CONTRACTOR" shall mean the party entering into Contract with the Town for the performance of work covered by this Contract, and its authorized agents or representatives.
- g. "BIDDER" shall mean any individual, firm, partnership, corporation, or combination thereof, submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.
- h. "DATE OF SIGNING OF CONTRACT" or words equivalent thereto, shall mean the date upon which the Contract, with the signature of the Contractor affixed, together with the prescribed bonds shall be or shall have been delivered to the Town or its duly authorized representatives.
- i. "DAY OR DAYS" unless herein otherwise expressly defined, shall mean a calendar day or days of twenty-four (24) hours each.

- j. "THE WORK" or "THE PROJECT" shall mean the work to be done under this Contract, unless some other meaning is indicated by the context.
- k. "CONTRACT DRAWINGS" or "DRAWINGS" or "PLANS" shall mean, and include all drawings which may have been prepared by or in behalf of the Town as a basis for proposals and subsequent construction of the project, when duly signed and made a part of this Contract by incorporation or reference; all drawings submitted in pursuance of the terms of the contract by the successful Bidder with its proposal or submitted by the Contractor to the Town if approved by the Engineer during the progress of the work as provided for herein.
- l. "SPECIFICATIONS" include the following:
 - (1) The Notice to Bidders
 - (2) The Form of Proposal
 - (3) The Agreement Form
 - (4) General, Special, and Technical Conditions
 - (5) Addendum.
- m. "AS SHOWN", "AS INDICATED", "AS DETAILED", or words of similar import shall be understood to make reference to the drawings accompanying these specifications unless stated otherwise. Where "as directed", "as permitted", "as required", "approved", or words of similar import are used, it shall be understood that the direction, requirements, permission, approval, or acceptance of the Engineer is intended unless stated otherwise. As used herein, "provide" shall be understood to mean "provide complete in place", that is, "furnish and install". "Shall" is mandatory; "may" is permissive.
- n. "NUMBER" the singular number includes the plural and the plural the singular.
- o. "GENDER" the masculine gender includes the feminine and neuter.
- p. "STATE SPECIFICATIONS" where referred to herein shall mean the Standard Specifications, May 2010 of the State of California, Department of Transportation, as currently approved and effective. Where any provisions of the Town specifications conflict with those of the State Specifications, the Town s specifications shall prevail.
- q. "CONTRACT" includes all the Contract documents, to wit:
 - (1) The Notice to Bidders
 - (2) The Accepted Proposal
 - (3) The Executed Agreement
 - (4) General Conditions, Special Conditions, Technical Conditions and Addenda
 - (5) The Contract Drawings
 - (6) The Bonds
- r. "ABBREVIATIONS" whenever in these specifications, or in any documents or instruments where these specifications govern, the following abbreviations are used, the intent and meaning shall be as follows:

AASHO	American Association of State Highway Officials
ACI	American Concrete Institute
AREA	American Railway Engineering Association
ASA	American Standards Association
ASCE	Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing Materials
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
Fed. Spec.	Federal Specification
NEMA	National Electrical Manufacturers Association

SECTION B - PROPOSAL REQUIREMENTS AND CONDITIONS

- B-01 Examination of Drawings, Specifications, and Site of Work. The Bidder shall examine carefully the site of the work contemplated and the proposal, drawings, specifications, and contract forms therefor. It will be assumed that the Bidder has investigated and is aware of the conditions to be encountered, and the character, quality, and requirements of these drawings and specifications.
- B-02 Proposal. Proposal shall be made on the blank form prepared by the Town in writing and in figures, and shall be signed by the Bidder or its authorized representatives, with its address. If the proposal is made by an individual, his or her name and post office address must be shown; if made by a firm or partnership, the signature of one or both of the partners must be shown; if under the laws of which the corporation is chartered, or organized, the name of the corporation, and the title of the person who signs on behalf of the corporation. Each proposal shall be enclosed in a sealed envelope titled and endorsed in the same manner as the proposal. Bidders are warned against making erasures or alterations of any kind, and proposals containing omissions, erasures, conditions, alterations, or additions not called for, may be rejected.
- B-03 Withdrawal of Proposals. Any proposal may be withdrawn at any time prior to the hour fixed in the Notice to Bidders for the opening of Bids, provided that a request in writing, executed by the Bidder or its duly authorized representative, for the withdrawal of such Bid is filed with the Town Clerk. The withdrawal of a bid will not prejudice the right of a Bidder to file a new proposal within the time prescribed. After openings of Bids, proposals may not be withdrawn for a period of thirty-five (35) days.
- B-04 Public Opening of Proposals. Proposals will be opened and read publicly at the time and place indicated in the Notice to Bidders. Bidders or their agents are invited to be present.
- B-05 Proposal Guaranty. Each proposal shall be accompanied by a bank certified or bank cashier's check or a satisfactory corporate surety Bidder's Bond made payable to the Town for an amount equal to at least ten percent (10%) of the amount of the base bid and no bid shall be considered unless such certified check, cashier's check, or Bidder's Bond is enclosed therewith.

- B-06 Qualification of Bidders. Each Bidder shall be licensed in accordance with the provisions of Chapter 9, Division 3 of the California Business and Professions Code, and shall be skilled and regularly engaged in the general class or type of work called for under this Contract. Prior to award and if requested, a Qualification Questionnaire shall be submitted by each Bidder setting forth its experience and business standing. It is the intention of the Town to award a Contract only to a Bidder who furnishes satisfactory evidence that it has the requisite experience and ability and that it has sufficient capital, facilities, and plant to enable it to prosecute the work successfully and promptly, and to complete it within the time named in the Contract. To determine the degree of responsibility to be credited to a Bidder, the Town will consider any relevant evidence that the Bidder or personnel guaranteed to be employed in responsible charge of the work has satisfactorily performed other Contracts of like nature and magnitude of comparable difficulty at similar rates of progress.
- B-07 Disqualification of Bidders. More than one proposal from an individual, firm or partnership, a corporation or an association under the same or different names, will not be considered. Reasonable ground for believing that any Bidder is interested in more than one proposal for the work will cause the rejection of all proposals in which such Bidder is interested. If there is reason to believe that collusion exists among the Bidders, none of the participants in such collusion will be considered. Proposals in which the prices obviously are unbalanced may be rejected.
- B-08 List of Subcontractors. In accordance with California Public Contract Code section 4100 et seq., each proposal shall have listed the name and address of each subcontractor to whom the Bidder proposes to sublet portions of the work in excess of 1/2 of 1% of the prime Contractor's total bid, or, in the case of streets or highway, \$10,000, whichever is greater. A subcontractor is defined as one who contracts with the Contractor to furnish materials and labor, or labor only, for performance of work at the building site. Subcontractors shall be listed on the form provided herein, together with the type and extent of work proposed to be subcontracted to each. Only one subcontractor shall be listed for each portion of the work.
- B-09 Addenda. If any person contemplating submitting a Bid for the proposed Contract is in doubt as to the true meaning of any part of the drawings, specifications, or other proposed Contract documents, or finds discrepancies in, or omissions from the drawings or specifications, he or she may refer the matter to the Engineer for an interpretation or correction thereof. Any interpretation or correction of the proposed documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The Town will not be responsible for any other explanations or interpretations of the proposed documents and oral and other interpretations or clarifications will be without legal effect.

Any Addenda issued during the time of bidding or forming a part of the documents furnished the Bidder for the preparation of its Bid, shall be covered in the Bid and shall be made part of the Contract. All Addenda shall be attached to the inside rear cover of the specifications.

SECTION C - AWARD AND EXECUTION OF CONTRACT

- C-01 Award of Contract. Award of the Contract, if it be awarded, will be to the lowest combined base bid plus all additive alternative bid items with the contractor with the lowest responsible and responsive bid and whose proposal complies with all the specified requirements

and who qualifies in accordance with Paragraph B-06 hereof. However, the Town Council reserves the right to execute a contract for only the base bid or the base bid plus any combination of additive alternates. No additional compensation will be given to the contractor if only the base bid or any combination of base bid plus additive alternates is included in the contract. The award, if made, will be made within fifteen (15) days after opening of the Bids. The Town reserves the right to reject any and all proposals.

C-02 Return of Proposal Guaranties. Within fifteen (15) days after the award of the Contract, the Town will return the proposal guaranties accompanying such of the proposals as are not to be considered in making the award. All other proposal guaranties will be held until the Contract has been fully executed, after which they will be returned to the respective Bidders whose proposal they accompany.

C-03 Execution of Contract. The Contract agreement and the Drawings shall be executed in quadruplicate by the successful Bidder and returned, together with the Contract Bonds and evidence of required insurance within ten (10) calendar days after the date of the Notice of Award of the Contract. After execution by the Town, one copy shall be filed with the Town Clerk, one copy shall be delivered to the Engineer, and one copy shall be returned to the Contractor. If the Bidder fails or refuses to enter into a Contract to do the work, then the proposal guaranty accompanying the Bid shall be forfeited to the Town.

SECTION D - GENERAL PROVISIONS

D-01 Effect of Inspection and Payments. Neither the inspection by the Engineer nor by an Inspector, nor any order, measurement, approved modification, certificate, or payment of money, nor acceptance of any part or whole of the work nor any extension of time nor any possession by the Town or its agents, shall operate as a waiver of any provision of the Contract or of any power or authority reserved therein to the Town or any right to damage thereunder; nor shall the waiver of any breach of this Contract be held to be a waiver of any or subsequent breach. All remedies shall be taken and construed as cumulative.

D-02 Effect of Extension of Time. The granting of any extension of time on account of delays which in the judgment of the Town are avoidable delays shall in no way operate as a waiver on the part of the Town of its right under this Contract.

D-03 Extra Work. If extra work orders are given in accordance with the provisions of this contract, such work shall be considered a part hereof and subject to each and all of its terms and requirements.

D-04 Assignment of Contract. The Contractor shall perform with its own organization and with the assistance of workers under its immediate superintendence work of a value not less than fifty percent (50%) of the value of all work embraced in the Contract, unless authorized by the Town. The Contractor shall not assign the Contract or sublet it in whole or in part, nor shall it assign any monies due to it hereunder, without the previous written consent of the Town. Assigning or subletting the Contract shall not relieve the Contractor or its surety from any Contract obligations.

- D-05 Subcontractors. Each subcontractor in the performance of its subcontract shall deal solely with the prime Contractor and shall not deal directly with the Town or its Engineer or Inspector. Before any work is started on a subcontract, the Contractor shall file with the Engineer a written statement showing the work to be subcontracted, giving the names of the subcontractors and the description of each portion of the work to be so subcontracted.
- D-06 Interpretation of Specifications and Drawings. The specifications and the Contract drawings are intended to be explanatory of each other. Any work indicated in the Contract drawings and not in the specifications, or vice versa, is to be executed as if indicated in both. All work shown on the Contract drawings, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made, but figured dimensions are in all cases to be followed, where given, though they differ from scaled measurements. Large-scale drawings shall be followed in preference to small-scale drawings. Should it appear that the work to be done or any of the matters relative thereto, are not sufficiently detailed or explained in the Contract documents, including the Contract drawings, the Contractor shall apply to the Engineer for such further explanations as may be necessary, and shall conform thereto as part of the Contract. In the event of any doubt or question arising respecting the true meaning of the specifications, reference shall be made to the Engineer and his or her decision thereon shall be final. In case of conflict between the drawings and specifications, the specifications shall govern unless the intent is reasonably obvious.
- D-07 Titles for Reference Only. The subheadings and titles appearing on the plans, and in these specifications are inserted for convenience of reference only, and shall not be taken or considered as being a part thereof, or as having any bearing on the interpretation hereof.
- D-08 Plans and Specifications Furnished. The Contractor will be furnished free of charge up to five copies of plans and specifications reasonably necessary for the execution of the work. All drawings, specifications and copies thereof furnished the Contractor shall not be reused on other work, and, with the exception of the signed Contract, all sets are to be returned to the Town at the completion of the work.
- D-09 Shop Drawings and Manuals. The Contractor shall submit shop and/or manufacturer's drawings for approval of the Engineer for all mechanical and electrical equipment, reinforcing steel, fabricated steel items, special piping details and other materials as stated in the Special Conditions. Five (5) copies of such drawings or diagrammatic layouts shall be submitted, two (2) of which will be returned with approval or notations of necessary changes. If the Contractor desires more than two (2) copies returned, it shall submit additional copies. Fabrication or other work performed in advance of approval shall be done entirely at the Contractor's risk. The Contractor shall furnish three (3) complete sets of manufacturer's installation, lubrication and operating instruction manuals and spare parts lists for each piece of mechanical and electrical equipment and shall deliver the three (3) bound copies to the Engineer prior to acceptance of the completed project.
- D-10 Liability of Town Officials. The Town and its officers, employees, agents, and engineers engaged for design shall not in any manner be answerable or accountable for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in finishing and completing the work, or for any injury to any person or persons, either workmen or the public, or for damage to adjoining property from any cause, which might have been prevented by the Contractor or its workers, or by anyone employed by it; against all of which injuries or damages to persons and property the

Contractor, having control over such work, must properly guard and make good all damages from whatever cause, being strictly responsible.

- D-11 Precedence of Special Conditions. Insofar as the Special Conditions modify the General Conditions, the Special Conditions shall prevail.
- D-12 Assignment of Unfair Business Practice Claims. In entering into this Contract, Contractor offers and agrees to assign to the Town all rights, title, and interest in and to all causes of action Contractor may have under Section 4 of the Clayton Act (15 United States Code Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the Town tenders final payment to Contractor, without further acknowledgment by the parties.
- D-13 Resolution of Claims. Each and all of the provisions of Public Contract Code Sections 20104-20104.6, inclusive, relating to resolution of claims of \$375,000 or less shall be applicable as set forth therein. The provisions of Public Contract Code Sections 20104 and 20104.2 subsections (a), (c), (d), (e) and (f) shall be applicable to the resolution of claims greater than \$375,000. These statutes by this reference and the provisions included therein are incorporated in the Contract by reference as though set forth at length.

SECTION E - BONDS

- E-01 Faithful Performance Bond. As a part of the execution of this Contract, the Contractor shall furnish a Bond of a surety company acceptable to the Town and authorized to do business in the State of California, conditioned upon the faithful performance of all covenants and stipulations under this Contract. The amount of the Bond shall be one hundred percent (100%) of the total Contract price, as this sum is set forth in the agreement, unless the Special Conditions specify that the Bond may be not less than (50%).
- E-02 Material and Labor Bond. As a part of the execution of this Contract, the Contractor shall furnish a Bond of a surety company acceptable to the Town and authorized to do business in the State of California in a sum not less than one hundred percent (100%) of the total Contract price, as this sum is set forth in the agreement, for the payment in full of all persons, companies, or corporations who perform labor upon or furnish materials to be used in the work under this Contract, in accordance with the provisions of Sections 3247 and 3248 of the Civil Code of the State of California, and any acts amendatory thereof.
- E-03 Defective Material and Workmanship Bond. As a condition precedent to final payment under this Contract, the Contractor shall furnish a Bond of surety company acceptable to the Town and authorized to do business in the State of California, in an amount equal to twenty percent (20%) of the total contract price, which Bond shall be for a period of one (1) year after the completion and acceptance of the work, to protect the Town against the results of defective materials, workmanship, and equipment during that time, and to guaranty the Contractor's responsibility under Paragraph G-29.
- E-04 Notification of Surety Companies. The surety companies shall familiarize themselves with all of the conditions and provisions of this Contract, and they waive the right of special notification of any change or modification of this Contract or of extension of time, or of

decreased or increased work, or of the cancellation of the Contract, or of any other act or acts by the Town or its authorized agents, under the terms of this Contract; and failure to so notify notify the aforesaid surety companies of changes shall in no way relieve the surety companies of their obligation under this Contract.

SECTION F - INSURANCE

F-01 Insurance Required. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

F-02 Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001). This insurance must include coverage for contractual liability assumed by the Contractor under Paragraph G-04.
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by Section 3700 of the California Labor Code and Employer's Liability Insurance.
4. Course of Construction insurance (if required) covering for "all risks" of loss.

F-03 Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Course of Construction: Completed value of the project, unless otherwise stated in the specifications.

F-04 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Town. At the option of the Town, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Town, its agents, officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Town guaranteeing payment of losses and related investigations, claim administration and defense expenses.

F-05 Other Insurance Provisions. The general liability and automobile liability policies are to

contain, or be endorsed to contain, the following provisions:

1. The Town, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and 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 coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Section 2782(b) of the Civil Code. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Town, its agents, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Town, its agents, officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or reduced by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town .

Course of construction policies, if required, shall contain the following provisions:

1. The Town shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the Town.

F-06 Waiver of Subrogation. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the Town , its officers, officials, employees and volunteers for losses paid under the terms of the policy which arises from the work performed by the named insured for the Town .

F-07 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

F-08 Verification of Coverage. Contractor shall furnish the Town with **original certificates and amendatory endorsements** affecting coverage required by this clause. The endorsements should be on forms provided by the Town or on other than the Town's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the Town before work commences. The Town reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

F-09 Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

F-10 Retention for Worker's Claims. If any injury occurs to any employee of the Contractor for which the employee, or his or her dependents in the event of his or her death, is entitled to

compensation from the Town under the provision of the “Worker’s Compensation and Insurance Act”, or for which compensation is claimed from the Town, the Town may retain out of the sums due the Contractor under this Contract an amount sufficient to cover such compensation, as fixed by such Act as amended.

SECTION G - RESPONSIBILITY AND RIGHTS OF CONTRACTOR

- G-01 Legal Address of Contractor. Both the address given in the proposal and the Contractor's office in the vicinity of the work are hereby designated as places to either of which drawings, samples, notices, letters of other articles or communications to the Contractor may be mailed or delivered. The mailing or delivery at either of these places shall be deemed sufficient notice thereof upon the Contractor. The address named in the proposal may be changed at any time by notice in writing from the Contractor to the Town. Nothing herein contained shall be deemed to preclude or render inoperative the service of any drawing, sample, notice, letter or other article or communication to or upon the Contractor personally.
- G-02 Site Conditions. The Contractor shall satisfy itself as to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of material, availability of labor, water, electric power, roads and uncertainties of weather, or similar physical conditions at the site, the conformation and condition of the ground, the character, quality and quantity of surface and subsurface materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this Contract. Any failure by the Contractor to acquaint itself with all the available information concerning these conditions will not relieve it from responsibility for estimating properly the difficulty or cost of successfully performing the work.
- G-03 Attention to Work. The Contractor shall give its personal attention to and shall supervise the work to the end that it shall be prosecuted faithfully, and when it is not personally present on the work, it shall at all reasonable times be represented by a competent superintendent or foreperson who shall receive and obey all instructions or orders given under the Contract, and who shall have full authority to execute the same and to supply materials, tools, and labor without delay, and who shall be the legal representative of the Contractor. The Contractor shall be liable for the faithful observance of any instructions delivered to it or to its authorized representative.
- G-04 Responsibility of Contractor. The Contractor shall do all of the work and furnish all labor, materials, tools and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the work herein required in the manner and within the time herein specified. The mention of any specific duty or responsibility imposed upon the Contractor shall not be construed as a limitation or restriction of any general responsibility or duty imposed upon the Contractor by the Contract, said reference to any specific duty or responsibility being made herein merely for the purpose of explanation.

The right of general administration of the Contract by the Town shall not make the Contractor an agent of the Town and the liability of the Contractor for all damages to persons or to public or private property, arising from the Contractor's execution of the work, shall not

be lessened because of such general administration.

Until the Town issues a Notice of Completion, Town all of the work under and implied by this Contract, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore, and make good all injuries, damages, re-erections and repairs, occasioned or rendered necessary by the work under this Contract or accidental causes of any nature, to all or any portions of the work, except as otherwise stipulated. The Contractor shall take all responsibility for the work, shall bear all losses resulting to it on account of the amount or character of the work to be done, or because the nature of the ground, in or on which the work is placed, is different from that assumed or expected.

The Contractor shall assume the defense of, and indemnify and save harmless the Town , its Officers, Town Engineer, and each and every employee and agent thereof from all suits, actions, damages, or claims of every name and description to which they may be subjected or put by reason of injury to persons or property in the execution of the work or resulting from negligence or carelessness on the part of the Contractor, its employees, or agents, in the delivery of materials and supplies, or by or on account of any act or omission of the Contractor, its employees or agents, including any failure to fulfill the terms of all laws and regulations which apply to the Contract. In no case shall the use of subcontractors in any way alter the position of the Contractor or its sureties with relation to its Contract with the Town.

When a subcontractor is used, the responsibility for every portion of the work shall still remain with the Contractor.

- G-05 Protection of Persons and Property. The Contractor shall furnish such watchmen, guards, fences, railings, warning signs, walks, and lights as shall be necessary, and shall take all other necessary precautions to prevent damage or injury to persons or property.

Contractor shall protect all property line fences and other structures adjacent to or in the vicinity of the work, and if any are disrupted, damaged, or destroyed, Contractor, its employees or agents shall restore such structures to a condition as good as when Contractor entered upon the work.

The Contractor shall be responsible for maintaining proper drainage and shall take all necessary precautions to prevent damage to persons or property if the natural drainage is interrupted because of its operations.

The Contractor shall examine all bridges, culverts and other structures on or near the work, over which it will move its materials and equipment and before using them, it shall properly strengthen such structures, where necessary. The Contractor will be held responsible for any and all injury or damage to such structures caused by reason of its operations.

- G-06 Protection of Town Against Patent Claims. All fees, royalties, or claims for any patented invention, article, or method that may be used upon or in any manner connected with the work under this Contract shall be included in the price bid for the work, and the Contractor and its sureties shall indemnify and hold harmless the Town together with all its officers, agents, servants, and employees, against any and all demands made for such fees or claims brought or made by the holder of any invention or patent, and before the final payment is made on account of the Contract, the Contractor shall, if requested by the Engineer, furnish

acceptable proof of a proper release from all such fees or claims.

Should the Contractor, its agents, servants, or employees, or any of them, be enjoined from furnishing or using any invention, article, material, or appliance supplied or required to be supplied or used under this Contract, the Contractor shall promptly substitute other articles, materials or appliances in lieu thereof, of equal efficiency, quality, finish, suitability and market value, and satisfactory in all respects to the Engineer. Or in the event that the engineer elects, in lieu of such substitution, to have supplied, and to retain and use, any such invention, article, material or appliance as may by the Contract pay such royalties and secure such valid licenses as may be requisite and necessary for the Town, its officers, agents, servants and employees, or any of them to use such invention, article, material or appliance without being disturbed or in any way interfered with by any preceding in law or equity on account thereof. Should the Contractor neglect or refuse to make the substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then in that event, the Engineer shall have the right to make such substitution, or the Town may pay such royalties and secure such license, or recover the amount thereof from it and its sureties notwithstanding final payment under this Contract may have been made.

G-07 Protection of Contractor's Work and Property. The Contractor shall protect its work, supplies, and materials from damage due to the nature of the work, the action of the elements, trespassers, or any cause whatsoever of the work. Neither the Town nor any of its officers, employees or agents assumes any responsibility for collecting indemnity from any person or persons causing damage to the work of the Contractor.

G-08 Obstructions, Improvements and Utilities. Any obstructions along the line of work, such as mail or paper boxes, posts, fences, culverts, etc., which interfere with the Contractor's operation, shall be carefully removed and replaced by the contractor as soon as possible in a satisfactory condition. Lawn, hedges, shrubs, trees, etc., encountered in the line of work shall be carefully removed, kept moist and returned to their former location and kept moist until well established, unless the plans indicate such items to be removed.

Whenever trees or tree branches will interfere with the operation of equipment, such that severe damage to the trees or limbs might result, the Contractor will be required to employ other means of accomplishing the item of work involved, unless the plans state that the trees are to be removed or can be damaged or the Engineer's approval is obtained.

Any improvements along the line of work or in the area of work, such as driveways, streets, retaining walls, etc., shall be replaced, restored, and cleaned up by the Contractor.

The location of utilities such as gas mains and services, water and sewer mains and services, storm drains, electrical lines and underground telephone installations, are indicated on the plans in accordance with such information as may be available to the Town. However, Contractor must ascertain the exact positions of such facilities. Likewise, it shall be the duty of the Contractor to ascertain if additional facilities other than those shown on the plans may be in place. No compensation will be paid to the Contractor because utility services are other than shown on the plans or because facilities in addition to those shown on the plans may exist. The information concerning utilities as shown on the plans is offered for such use as the Contractor may wish to make of it, but the Town does not guarantee its correctness or completeness.

G-09 Protection of Buried Utilities. Unless otherwise indicated on the plans or specifications or unless otherwise cared for by the Owner thereof, all buried utilities and structures of any nature that may be affected by the work shall be maintained by the Contractor and shall not be disturbed or damaged by him during the progress of the work; provided that should the Contractor disturb, disconnect, or damage utility lines or structures, all expenses of whatever nature arising from such disturbance or the replacement or repair thereof shall be borne by the Contractor.

G-10 Use of Explosives. When the use of explosives is necessary for the prosecution of the work, the Contractor shall use the utmost care not to endanger life or property.

All explosives shall be stored in accordance with the provisions of Division 11 of the Health and Safety Code. Attention is called to any local ordinances involving the use or storage of explosives. The necessary permits shall be obtained from the Fire Protection Agency(s) having immediate jurisdiction.

Attention is called to the necessity of obtaining a permit from the Division of Fish and Game of the State of California, in advance of underwater use of explosives.

G-11 Maintenance of Traffic. Throughout the performance of the work, or in connection with this Contract, the Contractor shall construct and adequately maintain suitable and safe crossings over the trenches and such detours as are necessary to care for public and private traffic. If and the Contractor shall provide at its own expense the necessary signs, lights, runways, bridges, barricades, and watchmen necessary to safely direct public traffic past construction and equipment, or as directed by the Engineer. Convenient access to driveways, houses and buildings along the line of work shall be maintained and temporary approaches to crossings or intersecting highways shall be provided and kept in good condition. The cost of furnishing all flaggers shall be borne solely by the Contractor. All signs, markings, striping, and devices used for Traffic Control shall conform to the current edition of the California Manual of Uniform Traffic Control Devices, and Caltrans standards where applicable.

When any railroad, highway, private or public utility is crossed all precautionary construction measures required by the Owner of the railroad, highway or utility shall be followed by the Contractor. The Contractor shall obtain and pay for all necessary permits, licenses, bonds, and fees required for the crossing and give all notices necessary and incident to the work.

G-12 Regulations, Licenses and Permits. The Contractor shall secure and pay for all permits; give all notices; and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified.

If the Contractor observes that the drawings and specifications are at variance therewith, it shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. The Contractor shall acquire and possess such state, county and local licenses as are required by law, and shall furnish satisfactory proof to the Engineer that the licenses are in full effect for the life of the Contract.

G-13 Road Signs. Contractor shall seek and receive approval from the Engineer before removing any road sign interfering with the work.

- G-14 Sanitary Regulations. The operations of the Contractor shall be in full conformity with all the rules and regulations of Boards and Bodies having competent jurisdiction with respect to sanitation.
- The necessary sanitary conveniences for the use of the workers on the project, properly obscured from the public observance, shall be constructed and maintained by the Contractor in such manner and at such points as shall be approved by the Engineer, and their use shall be strictly enforced. The collections in the same shall be removed when and where in the opinion of the Engineer it is advisable.
- The Contractor shall obey and enforce such sanitary regulations and orders and shall take such precautions against contagious or infectious diseases as the Engineer may deem necessary. In case any contagious or infectious disease occurs among its employees, the Contractor shall arrange for immediate removal of the patient from the work and for his or her isolation from all parties connected with the work.
- The Contractor shall keep and maintain in good condition at some convenient point, all articles necessary for giving first aid to the injured.
- G-15 Construction Utilities. The Contractor shall be responsible for providing, for and in behalf of its work under this Contract, all necessary utilities, such as special connections to water supply, telephones, power lines, fences, roads, watchmen, suitable storage places, etc., at no expense to the Town.
- G-16 Approval of Contractor's Plans. The approval, by the Engineer, of any drawing or any method of work proposed by the Contractor shall not release the Contractor of any of its responsibility for any errors therein and shall not be regarded as any assumption of risk or liability by the Town or any officer or employee thereof, and the Contractor shall have no claim under the Contract on account of the failure or partial failure or inefficiency of any plan or method so approved. Such approval shall be considered to mean merely that the Engineer has no objection to the Contractor's using, upon its own full responsibility the plan or method proposed.
- G-17 Suggestions to Contractor. Any plan or method of work suggested by the Engineer to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Engineer and the Town shall assume no responsibility therefor.
- G-18 Additional Engineering Costs Due to Contractor Error. Any additional engineering costs incurred by the Owner due to errors made by the Contractor shall be reimbursed to the Owner. Should the additional costs not be reimbursed to the Owner prior to final payment, the costs will be deducted from the final payment.
- G-19 Termination of Unsatisfactory Subcontracts. Should any subcontractor fail to perform in a satisfactory manner the work undertaken by it, Contract shall immediately terminate such subcontract upon notice from the Engineer.
- G-20 Preservation of Stakes and Marks, and Surveys. The Contractor shall carefully preserve bench marks, reference points, and survey stakes, and in case of destruction by reason of the Contractor's operations, it will be charged with the resulting expense of replacement and

shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

Surveys: Unless stated otherwise in the Specifications, the Contractor shall employ a licensed Land Surveyor to perform construction staking. Contractor shall carefully preserve stakes and marks for the duration of the construction of the project.

Any work done without base control lines, levels, or grades as indicated on the drawings, may be ordered removed and replaced at the Contractor's sole cost and expense, except when such work is authorized by the Engineer in writing.

- G-21 Removal of Condemned Materials and Structures. The Contractor shall remove from the site of the work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the work, and upon its failure to do so, or to make satisfactory progress in so doing within a reasonable time after the service of a written notice from the Engineer, the condemned materials or work may be removed by the Town and the cost of such removal be taken out of the money that may be due or may become due the Contractor on account of or by virtue of this Contract. No such rejected or condemned material shall again be offered for use by the Contractor under the Contract.
- G-22 Proof of Compliance with Contract. In order that the Engineer may determine whether the Contractor has complied with the requirements of the Contract not readily enforceable through inspection and tests of the work and materials, the Contractor shall, at any time when requested, submit to the Engineer properly authenticated documents or other satisfactory proofs as to its compliance with such requirements.
- G-23 Errors and Omissions. If the Contractor, in course of the work, finds any errors or omissions in the drawings or in the layout as given by survey points and instructions, or if it finds any discrepancy between the drawings and the physical conditions of the locality, it shall immediately inform the Engineer in writing, and the Engineer shall promptly verify the same and issue instructions as to procedure. Any work done after such discovery, until authorized, will be done at the Contractor's risk.
- G-24 Cooperation. The Contractor shall cooperate with all other Contractors who may be performing work in behalf of the Town and workers who may be employed by the Town on any work in the vicinity of the work to be done under the Contract, allowing them full access to all work sites; and it shall so conduct its operations as to interfere to the least possible extent with the work of such Contractors or workmen. It shall promptly make good at its own expense, any injury or damage that may be sustained by other Contractors or employees of the Town as a result of its actions.

Any difference or conflict arising between the Contractor and other Contractors, or between the Contractor and workers of the Town in regards to their work, shall be adjusted and determined by the Engineer.

If the work of the Contractor is delayed because of any acts or omissions of any other Contractor or of the Town, the Contractor shall on that account have no claim against the Town other than for an extension of time.

- G-25 Hiring and Dismissal of Employees. The Contractor shall employ only such foreperson,

mechanics, and laborers as are competent and skilled in their respective lines of work, and whenever the Engineer shall notify the Contractor that any worker on the work is, in his or her opinion, incompetent, unfaithful, intemperate, or disorderly or refuses to carry out the provisions of the Contract, appertaining to his or her work, or uses threatening or abusive language to any person on the work representing the Town or is otherwise unsatisfactory, such person shall be discharged immediately from the work and shall not be re-employed upon it except with the consent of the Engineer.

The Contractor shall conduct the work in compliance with all existing state and national laws and county and municipal ordinances and regulations limiting or controlling the work in any manner. Particular attention is called to the following:

- (1) Labor Discrimination. Attention is directed to Section 1735 of the Labor Code, of the State of California, which reads as follows: "No discrimination shall be made in the employment of persons upon public works because of the race, color or religion of such persons and every Contractor for public works violating this section is subject to all penalties imposed for violations of this chapter.

G-26 Wages of Employees. In accordance with Section 1775 of the California Labor Code, the Contractor shall as a penalty to the Town, on whose behalf the Contract is made or awarded, forfeit not more than two hundred dollars (\$200.00) for each calendar day or portion thereof, for each laborer, worker, or mechanic paid less than the stipulated prevailing rates for any public work done under the Contract by it or by any subcontractor under it.

In accordance with Section 1770 et seq. of the California Labor Code, the Town has ascertained the general prevailing rates of wages applicable to the Project, a copy of which is on file in the Town's office and available to any interested party on request. The wage rates shown are the minimum rates required to be paid during the life of the Contract. This is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to local labor conditions and prospective changes or adjustments of wage rates. No increase in the Contract price shall be authorized on account of the payment of wage rates in excess of those listed therein.

Certified payroll records shall be submitted to the Town on a weekly basis.

G-27 Cleaning Up. The Contractor shall not allow the site of the work to become littered with trash and waste materials, but shall maintain the same in a neat and orderly condition throughout the construction period. The Engineer shall have the right to determine what is waste material or rubbish and the place and manner of disposal. Where unreasonable amounts of dust would result from operations in the vicinity of residences, dust shall be controlled by sprinkling with water.

Before final acceptance of the work, the Contractor shall, with no extra charge therefor, carefully cleanup the work and premises, remove all temporary structures built by or for it, remove all surplus construction materials and rubbish of all kinds from the grounds which it has occupied and leave them in neat condition, acceptable to the Engineer.

Unless otherwise specified in the special provisions, the Contractor shall make its own arrangements for disposing of materials outside the right of way and it shall pay all costs involved therewith.

When any material, including excess or suitable excavated earth or other sewer materials are to be disposed of outside the right of way, the Contractor shall first obtain a written permit from the property owner on whose property the disposal is to be made.

Unless otherwise provided in the special provisions, full compensation for all costs involved in disposing of materials as above specified, shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefore.

- G-28 Guaranty. All work shall be guaranteed for a period of one (1) year from the date of acceptance by the Town. The Contractor shall promptly make all needed repairs arising out of defective materials, workmanship, and equipment, without compensation. In addition, the Contractor shall furnish a defective material and workmanship bond in an amount equal to 20% of the final contract price, pursuant to Section E-03.

The Town is hereby authorized to make such repairs, if within fifteen (15) days after the mailing of a notice in writing to the Contractor, or its agent, the Contractor shall neglect to make or undertake with due diligence, the aforesaid repairs; provided, however, that in case of emergency, where, in the opinion of the Town, delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the costs thereof.

- G-29 Trenching Requirements. Pursuant to the provisions of California Labor Code Section 6705, where the Contract involves an estimated expenditure greater than \$25,000, excavation for any trench five (5) feet or more in depth shall not begin until the Contractor has received approval from the Engineer of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench. Such plan shall be submitted at least five (5) days before the Contractor intends to begin excavation for the trench and shall show the details of the design of shoring, bracing, sloping, or other provisions to be made for worker protection during such excavation. The plan shall not use shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the Division of Industrial Safety and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California.

In addition, the Contractor shall obtain, pay for, and comply with all provisions of the permit required by Section 6500 of the California Occupational Safety and Health Act of 1973.

In accordance with the provisions of California Labor Code Section 6707, when applicable each Bidder shall list, in the Bid Item indicated, the amount contained in its proposal for adequate trench and excavation sheeting, shoring, and bracing or equivalent method for the protection of life and limb which shall conform to applicable Safety Orders.

- G-30 Apprentices. Attention is directed to the provisions in Section 1777.5 and 1777.6 of the Labor Code, as amended from time to time, concerning the employment of apprentices by the Contractor or any subcontractor under it.

Section 1777.5 as amended requires the Contractor or subcontractor employing workers in any apprenticeship 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 15 percent in the 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 it employs registered apprentices on all of its 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 it employs registered apprentices or journeymen in any apprenticed trade on such contracts and if other contractors on the public works site are making such contributions.

The Contractor and any subcontractor under it shall comply with the requirements of Section 1777.5 and 1777.6, as amended from time to time, 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.

G-31 Discovery of Hazardous Waste or Unusual Conditions. Pursuant to the provisions of California Public Contract Code Section 7104, where the Contract involves digging trenches or other excavations that extend deeper than four feet below the surface, the following shall apply:

- A. The Contractor shall promptly, and before the following conditions are disturbed, notify the Town, in writing, of any:
 - 1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - 2. Subsurface or latent physical conditions at the site differing from those indicated.
 - 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.
- B. The 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 the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described herein.

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

- G-32 Sound Control Requirements. Sound control shall conform to the provisions in Section 7-1.0 II, "Sound Control Requirements" of the Standard Specifications and these Special Provisions.

The noise level from the Contractor's operations shall not exceed 86 DBA at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances relating to noise.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, or transient equipment that may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

- G-33 Archaeological Material. If the Contractor encounters archaeological material in excavation, he shall immediately so notify the Engineer in writing. Excavation in the immediate area of the suspected archaeological material shall be suspended until the Engineer authorizes it to be resumed. If such suspension delays the current controlling operation, the Contractor will be granted an extension of time as provided in Section 8-1.07, "Liquidated Damages", of the Standard Specifications.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

- G-34 Disposal of Material. When the Contractor disposes of material at any location other than a public dump, he shall first obtain written permission from the owner of the property upon which the disposal is to be made. Said letter of permission or a certified copy thereof, and a written release from the property owner absolving the Town from any and all responsibility in connection with the disposal of material on said property, shall be filed with the Engineer prior to disposal of any material at any site. In addition, it shall be the Contractor's responsibility to verify that all permits required by law have been obtained for the proposed disposal site.

SECTION H - RESPONSIBILITY AND RIGHTS OF THE TOWN OF YOUNTVILLE

H-01 Authority of Engineer. All work done under the Contract shall be done in a workmanlike manner and shall be performed to the satisfaction of the Engineer, who shall provide general administration of the Contract. To prevent disputes and litigation, the Engineer shall in all cases determine the amount, quality, acceptability, and fitness of the work and materials which are to be paid for under this Contract; shall decide all questions relative to the true construction, meaning, and intent of the specifications and drawings; shall decide all questions which may rise relative to the classifications and measurements of quantities and materials and the fulfillment of the Contract; and shall have the power to reject or condemn all work or materials which do not conform to the terms of the Contract. The Engineer's estimate and decision in all matters shall be a condition precedent to the right of the Contractor to receive, demand or claim any money or other compensation under this Agreement and a condition precedent to any liability on the part of the Town to the Contractor on account of the Contract.

Whenever the Engineer shall be unable to act, in consequence of absence or other cause, then such engineers, as he or she shall designate, shall perform any and all of the duties as be vested with any or all of the powers herein given to the Engineer.

H-02 Inspection. The Town will provide sufficient competent engineering personnel for the inspection of the work. All inspection requested outside of the normal Town working hours or days shall be reimbursed to the Town by the Contractor at the rates in effect at that time.

Projects financed in whole or in part with Federal funds shall be subject to inspection at all times by the Federal agency involved.

The Engineer and his or her representatives shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for inspection. The inspection of the work shall not relieve the Contractor of any of its obligations to fulfill its Contract as prescribed, and defective work shall be made good, and unsuitable materials may be rejected notwithstanding that such defective work and materials have been previously overlooked by the Engineer and accepted or estimated for payment.

If the specifications, the Engineer's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection, and if the inspection is by another authority other than the Engineer, of the date fixed for such inspection. Inspections by the Engineer shall be promptly made and where practicable at the source of supply. If any work should be covered without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination and properly restored at the Contractor's expense.

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

Properly authorized and accredited inspectors shall be the representatives of the Town limited to the duties and power entrusted to them. It will be their duty to inspect materials and workmanship of those portions of the work to which they are assigned, whether individually or collectively, under instructions of the Engineer and to report any and all

deviations from the drawings, specifications, and other Contract provisions which may come to their notice. Any Inspector may be considered to have the right to order the work entrusted to his or her inspection stopped, if in his or her opinion, such action becomes necessary, until the Engineer is notified and has determined and ordered that the work may proceed in due fulfillment of all Contract requirements.

H-03 Surveys. Unless stated otherwise in the Specifications, the Contractor shall provide construction stakes and survey reference marks. See Section G-20.

H-04 Lands and Rights-of-Way. The Town shall provide as indicated on the drawings and not later than the date when needed by the Contractor, the lands upon which the work under this Contract is to be done, rights-of-way for access to same, and such other lands as may be designated on the drawings for the use of the Contractor. In the event of delay on the part of the Town, its officers, agents or employees, in obtaining such right-of-way or easements for the work to be constructed, then the Contractor shall have time for the completion of its Contract for the period or periods caused by such delay or delays but shall have no damages against the Town, its officers, agents or employees.

The Contractor shall provide at its own expense and without liability to the Town any additional land and access thereto that may be required for temporary construction facilities.

H-05 Retention of Imperfect Work. If any portion of the work done or material furnished under the Contract shall prove defective and not in accordance with the specifications and drawings, and if the imperfection in the same shall not be of sufficient magnitude or importance to make the work dangerous or undesirable, or if the removal of such work is impracticable or will create conditions which are dangerous or undesirable, the Engineer shall have the right and authority to retain such work instead of requiring the imperfect work to be removed and reconstructed, but he or she shall make such deductions therefor in the payment for or to become due the Contractor as may be just and reasonable.

H-06 Changes in the Work. The Engineer shall have the right to order additions to, omission from, or corrections, alterations, and modifications in the line, grade, form, dimensions, plan or kind or amount of work or materials herein contemplated, or any part thereof, either before or after the beginning of construction where such changes are necessary to carry out the intent and purpose of the project as set forth in the plan.

The order for such additions, omissions, corrections, alterations, and modifications shall be in writing and signed by the Engineer, and such order shall then be binding upon the Contractor. The Contractor shall proceed with the work as changed and the value of such change shall be determined as provided for in Paragraph K-02. Work called for by a change order shall be performed fully and completely and in accordance with the original Contract plans and specifications except for the specific change mentioned in the written change order.

Drawings accompanying change orders shall be deemed a part of the change order. The adjustment in Contract price, if any, shall be set forth in the change order.

Such alterations shall in no way effect, vitiate or make void this Contract or any part thereof, except that which is necessarily affected by such alterations and is clearly the evident intention of the parties to the Contract.

In case of neglect or refusal by the Contractor to perform any extra work which may be

authorized by the Engineer or to make satisfactory progress in the execution of the same, the Town may employ any person or persons to perform such work and the Contractor shall not in any way interfere with or molest the person or persons so employed.

H-07 Additional Drawings by Town. The drawings made a part of this Contract at the time of its execution are intended to be comprehensive and to indicate in detail the scope of the work. In addition to these drawings, however, the Engineer may furnish such additional drawings from time-to-time during the progress of the work as are necessary to make clear or to define in greater detail the intent of the specifications and Contract drawings, and the Contractor shall make its work conform to all such drawings.

H-08 Suspension of Work. The Town may at any time suspend the work, or any part thereof by giving five (5) days notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the Town to the Contractor to do so. The Town shall reimburse the Contractor for any direct expense incurred by the Contractor as determined by the Town, upon Contractor's submission of documentation, to be in connection with the work under this Contract as a result of such suspension.

If the work, or any part thereof, shall be stopped by the notice in writing aforesaid, and if the Town does not give notice in writing to the Contractor to resume work at a date within twenty (20) days of the date fixed in the written notice to suspend or the period required to process legal proceedings, then the Contractor may abandon that portion of the work so suspended and he will be entitled to the estimates and payments for all work done on the portions so abandoned, if any, to compensate for loss of overhead, plant expense, and anticipated profit.

H-09 Right of Town to Terminate Contract. If the Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if it should fail to make prompt payments to subcontractors for material or labor, or persistently disregard laws, ordinances or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Town, upon the certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method the Town may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Town.

H-10 Use of Completed Portions. The Town shall have the right to take possession and use completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions which may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract documents. If such prior use increases the cost of or delays the

work, the Contractor shall be entitled to such extra compensation, or extension of time or both, as the Engineer may determine.

- H-11 Nature of Estimated Quantities. The amount of work to be done and material to be furnished under this Contract, under each of the items described in detail in the specifications, has been estimated as set forth in these specifications, and this estimate will be used as a basis for comparing bids. The Town does not expressly or by implication agree that the actual amount of work or material of any class will correspond to this estimate, but reserves the right to increase or decrease the amount of any class or portion of the work as in its opinion may be to the interest of the Town.

The Contractor shall make no claims for anticipated profits, for loss of profit, for damages, or for any extra payment whatever (except as provided for in the specifications under the heading of "Changes in the Work"), because of any difference between the amount of work actually done or materials actually furnished, and the estimated amount as herein set forth.

- H-12 Removal of Equipment. In the case of termination of this Contract before completion for any cause whatever, the Contractor, if notified to do so by the Town, shall promptly remove any part or all of its equipment or supplies from the property of the Town, failing which the Town shall have the right to remove such equipment and supplies at the expense of the contractor.

SECTION I - WORKMANSHIP, MATERIALS AND EQUIPMENT

- I-01 General Quality. Materials and equipment shall be new and of quality equal to that specified or approved. Work shall be done and completed in a thorough and workmanlike manner.
- I-02 Quality in Absence of Detailed Specifications. Whenever under this Contract it is provided that the Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. In general, the work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the work as a whole or in part.
- I-03 Materials and Equipment Specified by Name. Whenever any material or equipment is indicated or specified by patent or proprietary name or by the name of the manufacturer, such specifications shall be considered as used for the purpose of describing the material or equipment desired and shall be considered as followed by the words, "or approved substitute." The Contractor may offer any material or equipment which shall be of equal quality and of the required characteristics for the purpose intended in every respect to that specified, provided however, that written approval is obtained from the engineer prior to use.
- I-04 Source of Materials. The Contractor shall furnish the Engineer a list of its sources of materials.
- I-05 Storage of Materials. Materials shall be stored as to ensure the preservation of their quality and fitness for the work. They shall be so located and disposed that prompt and proper

inspection thereof may be made. Storage of materials in the street right-of-way shall require the approval of the Town.

- I-06 Samples and Tests. When requested by the Engineer, samples of test specimens of the materials to be used or offered for use in connection with the work shall be prepared at the expense of the Contractor and furnished by it in such quantities and sizes as may be required for proper examinations and tests, with all freight charges prepaid and with information as to their sources.

All samples shall be submitted before shipment and in ample time to permit the making of proper tests, analyses, or examination before the time at which it is desired to incorporate the material into the work. All tests of materials furnished by the Contractor shall be made by the Contractor in accordance with recognized standard practice. No material shall be used in work unless or until it has been approved by the Engineer. Samples will be accrued and tested whenever necessary to determine the quality of the materials. All tests required will be made at the Contractor's expense.

The Town shall be responsible for providing the necessary initial compaction tests.

- I-07 Additional Soils Tests. Additional soils tests that are required due to the initial soils test failure to pass shall be the Contractor's responsibility. Any outstanding costs not paid prior to completion of the project will be deducted from the final payment.

SECTION J - PROSECUTION OF WORK

- J-01 Equipment and Methods. The work under the Contract shall be prosecuted with all materials, tools, machinery, apparatus, and labor, and by such methods as are necessary to the complete execution of everything described, shown or reasonably implied. The Contractor alone shall be responsible for the safety, adequacy, and efficiency of its plant, equipment and methods.

- J-02 Programming of the Work. Prior to the issuance of the Notice to Proceed, a pre-construction conference will be held at the Office of the Town Engineer for the purpose of discussing with the Contractor programming of the work, including the scope of work, Contract drawings and specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include major sub-contractors.

The Contractor shall promptly begin the work required under this Contract as directed in the Notice to Proceed or at some other time as might be stipulated by the parties at the time of execution of the Contract, and shall prosecute it diligently from day-to-day thereafter at such a rate that all work shall be completed within the time allowed under the Contract, as stipulated in the Special Conditions. Said allowed time may be extended as a result of unavoidable delays or for other reasons as set forth elsewhere in these specifications.

The Contractor shall furnish the Town with 3 copies of his/her schedule prior to or at the Preconstruction Meeting. The schedule shall show the order in which the Contractor proposes to carry out the work, the dates on which the Contractor will start the salient features of the work (including procurement of materials) and the contemplated dates of

completion. An updated schedule shall be submitted to the engineer no less than once a month for the duration for the contract. The schedules shall be consistent in all aspects of the time and order of work required of the contract.

- J-03 Avoidable Delays. Avoidable delays in the prosecution or completion of the work shall include all delays which might have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor. Delays due to adverse weather conditions shall be regarded as avoidable delays except as they occur as a result of unduly or unseasonably high ground water or flood condition.

Delays in the prosecution of parts of the work, which may in themselves be avoidable but do not necessarily prevent or delay the prosecution of other parts of the work nor the completion of the whole work within the time herein specified, reasonable loss of time resulting from the necessity of submitting plans to the Engineer for approval and from the making of surveys, measurements, and inspections, and such interruptions as may occur in the prosecution of the work on account of a reasonable interference of other Contractor's employed by the Town , which do not necessarily prevent the completion of the whole work within the time herein specified, will be considered by the Town as avoidable delays within the meaning of the Contract.

- J-04 Unavoidable Delays. Unavoidable delays in the prosecution of completion of the work under the Contract shall include all delays which may result through causes beyond the control of the Contractor and which it could not have provided against by the exercise of care, prudence, foresight, and diligence. Orders issued by the Town, changing the amount of work to be done, the quantity of material to be furnished or the manner in which the work is to be prosecuted, and the unforeseen delays in the completion of the work of other Contractors under Contract with the Town will be considered unavoidable delays, so far as they necessarily interfere with the Contractor's completion of the whole of the work.

- J-05 Notice of Delays. The Contractor shall promptly notify the Town whenever it foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which the Contractor regards as the probability of the occurrence of such delay and its cause, in order that the Town may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or if this cannot be done, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the work are to be delayed thereby.

After the completion of any part or the whole of the work, the Engineer, in estimating the amount due the Contractor, will assume that any and all delays which have occurred in its prosecution and completion have been avoidable delays, except such delays as shall have been called to the attention of the Engineer at the time of their occurrence and found by the Town to have been unavoidable. The Contractor will make no claims that any delay not called to the attention of the Engineer at the time of its occurrence has been an unavoidable delay.

The Contractor expressly waives any allowance by way of damages for any delays as to which the Town shall determine extra compensation is not due and the extension of time granted, if any, shall be the Contractor's sole remedy.

- J-06 Extension of Time.

- (1) Avoidable Delays. In case the work called for under this Contract is not finished and completed in all parts and requirements within the time specified, including such extra time as may have been allowed for unavoidable delays, the Town shall have the right to grant a further extension of time to the Contractor, as may seem best to serve the interests of the Town, in which to complete the Contract. During such extension of time, the Contractor shall be charged for engineering and inspection services as provided in Paragraph K-03, but shall not be charged liquidated damages as provided in Paragraph K-04.
- (2) Unavoidable Delays. For delays which the Town considers to be unavoidable, the Contractor shall, pursuant to its application, be allowed an extension of time beyond the time herein set forth, proportional to such delay or delays, in which to complete the contract. During such extension of time, neither extra compensation for engineering and inspection as provided in Paragraph K-03, nor liquidated damages as provided in Paragraph K-04, shall be charged to the Contractor.

The Contractor expressly waives any allowances by way of damages for any delay as to which the Town shall determine extra compensation is not due and the extension of time granted, if any, shall be the Contractor's sole remedy.

- J-07 Unfavorable Weather and Other Conditions. During unfavorable weather and other conditions, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work whose satisfactory quality of efficiency will be affected by any unfavorable conditions shall be constructed while these conditions remain, unless by special means or precautions approved by the Engineer, the Contractor shall be able to overcome them.
- J-08 Saturday, Sunday, Holiday and Night Work. No work shall be done between the hours of 6:00 p.m. and 9:00 a.m., nor on Saturdays, Sundays, or legal holidays except such work as is necessary for the proper care and protection of work already performed, or except in case of an emergency, and in any case only with the permission of the Engineer.

Designated legal holidays are:

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

Every day proclaimed by the President of the United States or the Governor of California as a Public Holiday and approved by the Town Council.

If a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. If a holiday falls on a Sunday, the holiday shall be observed on the following Monday.

It is understood, however, that night work may be established as a regular procedure by the Contractor if it first obtains the written permission of the Engineer, and that such permission may be revoked at any time by the Engineer if the Contractor fails to maintain at night, adequate force and equipment for reasonable prosecution and to justify inspection of the work.

- J-09 Hours of Labor. Eight (8) hours of labor shall constitute a legal day's work, and the Contractor or any subcontractor shall not require or permit more than eight (8) hours of labor in a day from any person employed by it in the performance of the work under the contract. The Contractor shall forfeit to the Town , as a penalty, the sum of twenty-five dollars (\$25.00) for each worker employed in the execution of the Contract by it or by any subcontractor, for each calendar day during which such laborer, worker, or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of Section 1810 to 1816, inclusive, (Article 3, Chapter 1, Part 7, Division 2) of the Labor Code of the State of California; provided however and pursuant to Section 1815 of the Labor Code, work performed by employees of the Contractor in excess of eight (8) hours per day and 40 hours during any one week shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

SECTION K - PAYMENT

- K-01 Progress Payments. The Town shall, once in each month, cause an estimate in writing to be made by the Engineer of the total amount of work done, and the acceptable materials furnished and delivered by the Contractor on the ground and not used, to the time of such estimate, and the value thereof. The Town shall retain five percent (5%) of such estimated value of the work done and five percent (5%) of the value of the materials so estimated to have been furnished and delivered and unused as aforesaid as part security for the fulfillment of the Contract by the Contractor; and shall monthly pay to the Contractor, while carrying on the work, the balance not retained as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the Contract.

No such estimate or payment shall be required to be made, when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the Contract, or when in his or her judgment, the total value of the work done since the last estimate amounts to less than One Thousand Dollars (\$1,000.00).

- K-02 Change Orders. Whenever corrections, alterations, or modifications of the work under this Contract are ordered by the Engineer and increase the amount of the work to be done, such work shall be known as extra work and when such corrections, alterations, or modifications decrease the amount of work to be done, such subcontracted work shall be known as work omitted.

For changes in work for which no unit process have been stated in the Proposal, adjustment,

if any, in the amounts to be paid to the Contractor by reason of any change, addition, or deduction shall be determined by unit prices or lump sum amounts fixed by agreement between the Town and the Contractor, or failing such an agreement in price, an amount equal to the sum of Items 1 through 5 below shall be used as the full and proper compensation therefor and such amount shall be added to or subtracted from, as the case may be, the price fixed by the terms of this Contract for the part of the work affected.

- (1) The necessary reasonable cost to the Contractor of the material required for the work as furnished by the Contractor and delivered by it at the site of the work.
- (2) The necessary reasonable cost to the Contractor of the labor (including foreperson devoting their exclusive attention to the work in question), required to incorporate all of said material into the work and to finish the work in accordance with directions.
- (3) The necessary reasonable cost to the Contractor of equipment used for the work. In any case, equipment rental rates shall not exceed current local rates as promulgated by the California Department of Transportation.
- (4) The cost of worker's compensation insurance premiums, State unemployment and Federal Social Security payments on the labor included in Item 2.
- (5) Fifteen percent (15%) of Items 1, 2, 3, and 4, which shall be considered as covering all other expenses and profit.

It is understood that labor, materials, and equipment may be furnished by the Contractor, or by the subcontractor, or by others on behalf of the Contractor. When the work is performed by other than the Contractor's organization, the Contractor shall reach an agreement with such other forces as to the distribution of payments made for such and no additional payment therefor will be made by the Town.

In order that a proper estimate may be made by the Engineer of the net cost of labor and materials entering into extra work, in accordance with the procedure heretofore stated, the Contractor shall furnish weekly an itemized statement of material and labor supplied together with the cost of such material and the wages paid, and shall furnish vouchers for quantities and prices of such labor, material or work. In case the Contractor fails to comply with the above provisions, it shall have no claim for compensation against the Town.

K-03 Compensation to the Town for Extension of Time. In case the work called for under the Contract is not completed within the time limit stipulated herein, the Town shall have the right as provided in Paragraph J-06 (1), to extend the time of completion thereof. If the time limit be so extended, the Town shall have the right to charge to the Contractor and to deduct from the final payment for the work the actual cost to the Town of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the Contract and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimate shall not be included in such charges. In such event, liquidated damages as provided for in Paragraph K-04 shall not be charged.

K-04 Liquidated Damages for Delay. It is agreed by the parties to the Contract that time is of the essence and that in case all the work is not completed before or upon the expiration of the time limit as set forth therein, including such extra time as allowed for unavoidable delays

and for extensions as set forth in Paragraph J-06 (1), damage will be sustained by the Town, and that liquidated damages are to be due from the Contractor whenever actual damages cannot be calculated; and it is therefore agreed that the Contractor will pay to the Town the sum of Eight Hundred dollars (\$800.00) per day liquidated damages, or as specified in the Special Conditions, for each and every calendar day's delay beyond the time prescribed. However, where actual damages can be calculated, the actual damages are to be paid even though they exceed the amount of liquidated damage.

K-05 Final Acceptance of Work. The Contractor shall notify the Engineer in writing of the completion of the work, and the Engineer shall promptly satisfy himself or herself as to the actual completion of the work and shall then advise the Town Council the work is completed and ready for acceptance.

K-06 Final Estimate and Payment. As soon as possible after the completion of the work and notification by the Engineer that the work is ready for acceptance, the Town Council will accept the work and within ten (10) days after acceptance, shall cause a Notice of Completion to be filed. Within thirty-five (35) days after such filing, final payment shall be made provided that:

(1) All claims against the Town arising out of the performance of the Contract by the Contractor have been released.

(A) The parties further agree that such claims may include claims that the Contractor has failed to make fringe benefit payments owed to a union trust fund pursuant to a collective bargaining agreement. In such cases, the Town may withhold from final payment an amount sufficient to satisfy any such claims presented to the Town by a representative of the union trust fund. If a representative of the union trust fund fails to file a legal action to enforce any rights under a collective bargaining agreement within thirty (30) days after the recording of a Notice of Completion, the Town will release the monies withheld for such claims. If a legal action is timely commenced, the Town may continue to withhold the claimed amounts pending resolution of any such proceeding.

(2) No defective work remains uncorrected.

(3) A Defective Material and Workmanship Bond is furnished as required in Paragraph E-03.

The Engineer shall make up the final estimate of the amount of work done and the value of such work and this amount, after deducting all previous payments and all amounts to be permanently retained under the provisions of this Contract shall constitute the final payment.

No payment made under this Contract shall be construed to be an acceptance of any defective work or improper materials.

K-07 Security for Retention. In accordance with Public Contract Code Section 22300, Contractor shall be allowed to substitute securities for any monies withheld by the Town to ensure performance under this Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the Town, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to Contractor. Upon satisfactory completion of this Contract, securities shall be returned to

Contractor.

Alternatively, Contractor may request and the Town shall make payment of retention earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of payments into securities, and Contractor shall receive the interest earned on the investments upon the same terms provided for in the preceding paragraph. Upon satisfactory completion of the Contract, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the Town, pursuant to the terms provided by Public Contract Code Section 22300(b). Contractor shall pay to each subcontractor, not later than twenty (20) days from the receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to ensure the performance of Contractor.

Securities eligible for investment under the preceding paragraph shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and the Town.

Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

SPECIAL PROVISIONS

S-1 BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

Attention is directed to the provisions in Section 8-1.04, "Start of Jobsite Activities" in Section 8-1.05, "Time" and in Section 8-1.10, "Liquidated Damages" of the Standard Specifications and these Special Provisions.

The Contractor shall begin work within 10 calendar days of receipt of the Engineer's written Notice to Proceed and shall diligently prosecute the same to completion before the expiration of:

15 working days

No work days shall be added if additive alternate work is performed.

The Contractor shall pay to the Town of Yountville the sum of **\$800 per day**, for each and every working day delay in finishing the work in excess of the number of working days prescribed above.

S-2 MATERIALS

S-2.01 TOWN FURNISHED MATERIALS: Attention is directed to the Section 6-2.03 "Department Furnished Materials" of the Standard Specifications and these Special Provisions. The following materials will be furnished to the Contractor:

1. Non-potable water is available at the Town Wastewater Treatment Plant at no cost. Use of water from fire hydrants for construction purposes is prohibited.

S-2.02 GENERAL: Attention is directed to Section 6, "Control of Materials", of the Standard Specifications and these Special Provisions.

S-3 CONSTRUCTION STAGING AREA: The Town does not provide a construction staging area.

The Contractor shall adhere to all temporary erosion control and storm water pollution prevention requirements for all staging areas including:

1. Stockpiles of material shall be covered with water proof sheets while not actively being used. Any material (including debris) stored along the street gutter or other drainage path shall include provisions allowing drainage to pass unimpeded and without increasing sediment or pollutants in the water.
2. All storm drain inlets to which the staging areas drain shall be protected from sedimentation with gravel bags.
3. The Contractors staging area and all disturbed surfaces shall be protected by appropriate run off control devices such as waddles, fiber rolls, gravel bags and other measures.

4. Taking such measures as are necessary to prevent, control and abate water, mud, and erosion damage to public and private property and reducing discharge of sediment and pollutants to the Town storm drains and streams as a result of the construction of this project.
5. The Contractor shall follow best management practices in accordance with the Association of Bay Area Governments (ABAG) Erosion and Sediment Control Field Manual (07102) and is subject to conformance with the requirements provided in Section 13, "Water Pollution Control" of the State Standard Specifications.

Payment: Unless stated otherwise in these specifications, full compensation for compliance with the above sections including performing water pollution control and temporary erosion control, shall be considered as included in the contract prices paid for various contract items of work and no additional compensation will be made therefore.

S-4 INSURANCE: Course of Construction Insurance, referenced in Section F-02.4, is not required for this contract.

S-5 CONSTRUCTION STAKING: The Contractor shall provide construction stakes and survey reference marks.

S-6 DESCRIPTION OF WORK: The work, in general, consists of full depth asphalt repairs, including: potholing, cold planning, quicklime/cement soil treatment; hot mix asphalt (HMA) paving, shoulder backing, striping, object markers, lowering and adjusting utilities, traffic control, and related items of work as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

S-7 WORKING HOURS: Working hours are limited to 9:00 AM to 6 PM weekdays only. See J-08 of the General Conditions for additional restrictions.

**SECTION 10 – CONSTRUCTION DETAILS
(Technical Specifications)**

FOR

2015 STREET RECLAMATION PROJECT

August 2015

These Technical Specifications were prepared under the direction of the following:





Joseph L. Ririe, P.E.

8/7/2015
Date

SECTION 10 – CONSTRUCTION DETAILS (Technical Provisions)

10-1.01 GENERAL

Description of Work

The work, in general, consists of full depth asphalt repairs, including: potholing, cold planning, quicklime/cement soil treatment; hot mix asphalt (HMA) paving, shoulder backing, striping, object markers, lowering and adjusting utilities, traffic control, and related items of work as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The Contractor is required to inspect the site of the proposed work in order to satisfy himself, by personal examination, the location of the proposed work and the actual conditions of the proposed work. The Contractor is also required to have all sub-contractors personally inspect the site.

All work shall be done in conformance to the applicable provisions of the State of California, Department of Transportation, Standard Specifications (Caltrans); these Technical Specifications; and the plans and typical sections, except as modified herein. Unless specially mentioned otherwise, all reference to Standard Specifications (Caltrans) are for the 2010 version.

Payment for work, equipment and materials not specifically covered herein shall be included in the payment for related items of work. No additional payment will be made for work, equipment or materials not covered in these Technical Specifications, but necessary to insure a completed project as specified.

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

Special instructions for construction timing on quicklime/cement soil treatment streets:

The contractor shall not commence work on quicklime/cement soil treatment streets until there is a forecasted two-week (14 calendar day) window of dry weather (0% precipitation). The contractor must complete all paving work within the two-week window. Paving work consists of cold planing and removal of 3 inches of the existing pavement section, quicklime/cement soil treatment of the underlying subgrade to a depth of 10 inches, and placement of the 3 inch HMA surface course. The schedule for this work will be reviewed and approved by the Town prior to the commencement of work.

Order of Work

Order of Work shall conform to the provisions in Section 8-1.02, "Schedule," of the Standard

Specifications and these Technical Provisions.

The Contractor shall submit a construction schedule to the Town representative for review and approval prior to the pre-construction meeting for the project. In preparing the construction schedule, the Contractor shall review, coordinate and allocate sufficient time to accommodate any permitting or material lead-time activities.

The Town shall approve the order of work prior to the Contractor beginning construction.

Progress schedules coordinated with the utility provides will be required for this contract.

Roadway Preparation

Roadway preparation shall consist of preparing the roadway prior to construction as specified in these Technical Specifications and as required by the Engineer. Such work shall include controlling nuisance water; sweeping; watering; removal of all raised pavement markers; removal of all thermoplastic pavement markings; removal of loose and broken concrete, hot mix asphalt pavement, and foreign material; and the spraying and removal of weed growth. Any roadway area that contains existing weed growth shall be treated with an E.P.A. approved herbicide composed of glyphosate and oryzaline, combined and applied according to label directions.

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

Project Site Maintenance

Roadway preparation all phases of construction until final acceptance, including any periods of work suspension, the site shall be kept clean and free from rubbish and debris. The Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day for the purpose of keeping paved areas acceptably clean wherever construction, including restoration, is incomplete.

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

Excess excavated materials from any source shall be removed from the site immediately. Forms and lumber shall be removed the day of form removal. Materials and equipment shall be removed from the site as soon as they are no longer necessary.

Before the final inspection, the site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. All pavement areas shall be swept with a street sweeper immediately prior to the final inspection. All concrete areas shall be broom cleaned.

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

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

Twenty-Four (24)-Hour Contact Number

The Contractor shall assign a project superintendent who has the complete authority to make decisions on behalf of the Contractor. The Contractor shall provide to the Town a twenty-four

(24)-hour contact number for the project superintendent. This number shall not direct calls to a recorder or other message taking service. Should the project superintendent not respond when called, the Town representative shall make decisions as necessary and the resultant cost of such decisions shall be borne by the Contractor.

Cooperation

Attention is directed to Section 5-1.20, "Coordination with Other Entities," and Section 8-1.04, "Nonhighway Facilities," of the Standard Specifications.

Other forces, including Town and utility company personnel, will likely be engaged in constructing or making adjustments to various utilities or other facilities throughout the project.

The Contractor shall coordinate their work other forces.

Haul Routes

The Contractor and all subcontractors shall only use haul routes approved prior to the start of construction by the Town representative.

Permits

The Contractor shall comply with Section 5-1.20B, "Permits, Licenses, Agreements and Certifications," of the Standard Specifications and these Technical Provisions.

Submittals

The materials proposed by the Contractor to be used on this contract shall be submitted for approval by the Town representative, at least two (2) working days prior to the pre-construction conference. The Contractor shall submit three (3) copies of each submittal for approval by the Town.

Submittals and support information shall be separated and clearly labeled when submitted to the Town for approval. The list supplied is intended to be comprehensive, but no claim for its completeness is implied and submittal of the complete list will not relieve the Contractor of supplying all the information needed or of complying with any of the other requirements of the specifications. Revised lists may be issued and items may be added to the list supplied.

The Manufacturer's specifications shall be supplied along with submittal list for all applicable products on the list. Certificates of Compliance shall be submitted in accordance with Section 6-3.05E, "Certificates of Compliance," of the Standard Specifications, including the individual material specification of these Technical Provisions.

The Town reserves the right to reject any item that does not fulfill the requirements of these Technical Specifications and the Standard Specifications.

Submittals shall contain:

1. The dates of submissions and the dates of any previous submissions, including identification of revision or re-submittals.
2. The Project Title and Number.

3. Contractor identification, names of subcontractors, suppliers and manufacturers.
4. Specification Section Number(s) and Bid Item(s) that pertain to the submittal.
5. Applicable standards, such as ASTM, Federal or State Specification numbers. Certified test results indicating performance of materials/products with regard to Specification requirements.
6. A blank space for the Town representative stamps. The Contractor's stamp shall be required and shall be initialed or signed, certifying the review of submittals and verification of products, field construction criteria, and coordination of the information within the submittal and the specifications.

The Contractor shall be required to review and approve all submittals and provide them stamped and signed as evidence thereof, prior to submitting to the Town for review. Submittals that are not stamped and signed by the Contractor will be rejected. Submittals shall be numbered consecutively.

The preparation of plans, drawings and necessary documents, as required by the following submittal lists, shall be considered as part of the requirements of other items of work and no additional compensation shall be allowed therefor.

The Town representative reserves the right to reject any item that does not fulfill the requirements of these Technical Specifications and the Standard Specifications.

The Contractor shall submit the following to the Town representative the following at least two (2) working days prior to the pre-construction conference:

1. Construction Schedule
2. Traffic Control Plan
3. Materials Submittals
4. Water Pollution Control Plan
5. Notice to Residents

All submittals listed above must be received and processed by the Town prior to the issuance of the Notice to Proceed. Any exceptions or rejected submittals will be remedied and resubmitted for the Town representative's review prior to the issuance of the Notice to Proceed.

Project Appearance

The Contractor shall maintain a neat and orderly appearance to the work site at all times. Debris developed during construction shall be disposed concurrently with its generation. Stockpiling of debris or construction materials shall not be allowed unless otherwise approved by the Town representative.

Streets, gutter pans, sidewalks and driveways immediately adjacent to the construction area streets shall be swept daily and immediately following all grinding, sandblasting, rock-wheeling, grading, trucking operations and other construction activity that leaves dirt or debris in roadway. The Contractor shall sweep the street and gutter pan with a power pick-up broom immediately prior to the paving operations. The Contractor shall keep a power sweeper on the job at all times and it shall be used to keep the streets and gutters free of loose or tracked material from the Contractor's

operations. Should the Contractor fail to perform these duties, the Town representative, at the Town representative's sole discretion, may elect to have the Town, or contract forces, perform the duties, deducting the expenses incurred from any monies that are due, or to become due, to the Contractor. By exercising this option, the Contractor is in no way relieved of the responsibility to perform these duties.

Construction Staking

Necessary benchmarks and controlling lines for the work are provided in the construction drawings. The Contractor shall engage the services of a Professional Land Surveyor (PLS), currently registered in the State of California, to lay out and construct all parts of the work accurately to the lines and elevations indicated by the drawings. The Contractor shall check the lines, dimensions, and elevations of each unit of work as it is completed to insure the proper installation of subsequent improvements. Should any discrepancies be found when these checks and rechecks are made, Contractor shall report them immediately to the Town's representative. Contractor shall use all reasonable precautions to preserve lines and grades.

All distances and measurements that are given will be made in a horizontal plane. Grades are given from the top of stakes or nails unless otherwise noted on the plans.

The Contractor shall preserve all stakes and points set for lines, grades or measurements of the work in their proper places until authorized in writing to remove them by the Town's representative. The contractor shall pay for all expenses incurred in replacing stakes that have been removed without proper authority.

Measurement and Payment

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

10-1.02 MOBILIZATION

Mobilization shall conform to the provisions of Section 9-1.16D "Mobilization," of the Standard Specifications as well as these Technical Specifications.

Mobilization shall consist of preparatory work and operations, including, but not limited to, equipment shipping and delivery, equipment setup, materials shipping and delivery, those necessary for the movement of personnel, equipment, supplies, utility coordination and permitting site restoration and demobilization, and incidentals to the project sites; for the establishment of all offices, buildings and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to and during work on the various contract items on the project site.

The Contractor shall insure that adequate existing sanitation facilities are available or the Contractor shall provide and maintain adequate sanitation facilities. All wastes and refuse from sanitary facilities provided by the Contractor shall be disposed of away from the site in accordance with all laws and regulations pertaining thereto.

Measurement and Payment

The contract lump sum price paid for “**Mobilization**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in Mobilization complete in place, including but not limited to preparation and submittal of all project records and documents, bonds, insurance, obtaining all required permits, licenses and paying all applicable fees, delivery of all materials and equipment to the site required for operation, all preparatory work, coordination and cooperation required, attending project meetings, providing and removing on-site sanitary facilities, providing and adhering to occupational safety and health standards, developing a temporary construction staging area, demobilization and all other mobilization work, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer

10-1.03 TRAFFIC CONTROL & CONSTRUCTION AREA SIGNS

General

Attention is directed to Sections 7-1.03, "Public Convenience," and Section 12, "Temporary Traffic Control," of the Standard Specifications and to the provisions in "Public Safety" of these special provisions as well as these Technical Specifications. The provision in this Section will not relieve the Contractor from his/her responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications.

All signs, marking, striping and devices used for Traffic Control shall conform to the current edition of the California Manual of Uniform Traffic Control Devices.

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

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

The Contractor shall furnish all traffic control equipment, signs, flagmen and barricades necessary to complete the project.

Where work reduces street width, the Contractor shall provide flaggers to guide traffic. Flaggers and all personnel working near traffic shall wear CAL OSHA-approved safety clothing and equipment. Flaggers shall guide traffic with an appropriate stop/slow sign.

Property Access

Property access shall be maintained to all residents at all times unless otherwise approved by the Town. Upon approval by the Town, access to certain properties may be temporarily closed if the resident and/or property owner agrees to the closure.

Traffic Control Plan

The Contractor shall submit an engineered traffic control plan to the Town representative a

minimum of two (2) weeks prior to the start of work. The traffic control plan shall be reviewed and accepted by the Town representative prior to any work commencing on the project. All traffic control plans shall be prepared in accordance with the State of California Department of Transportation, "Manual of Traffic Controls for Maintenance and Construction Work Zones 2012," or latest adopted version.

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

Notification of Residents, Businesses, and Agencies

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

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

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

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

Any required shut down of the water system shall be performed by or under the direction of Town Public Works forces. Contract the Town Public Works Department at least 48 hours prior to requiring shut down of water mains.

Measurement and Payment

The contract lump sum price paid for "**Traffic Control & Construction Area Signs,**" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in Traffic Control & Construction Area Signs, complete in place, including but not limited to preparation of a Traffic Control Plan, placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of traffic control and construction area signs, traffic control supervision, flaggers (when necessary), barricades, flashing arrow boards, message boards, detour signs, "No-Parking, Tow Away" signs,

notification and door hangers, temporary traffic delineation, all lane closures necessary for any activities during the life of the project, all work necessary to provide for the convenience & safety of the public, and all other work to facilitate the performance of contract work as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

10-1.04 CLEARING & GRUBBING

General

The work consists of removing objectionable material from within the highway, road approaches, material sites within the right-of-way, and other specified areas.

All such work shall conform to Section 16 of the Standard Specifications and these Special Provisions.

Construction

General: Clear and grub construction areas on the job site where facilities are shown to be constructed, per Subsection 16-1.03A “General,” of the Standard Specifications. Clear and grub before performing earthwork in an area.

In lieu of the requirements in the seventh paragraph of Subsection 16-1.03A, “General,” of the Standard Specifications, clear and grub only the area on Big Break Road where the shoulder will be widened as necessary to complete the work.

Clearing: The work shall conform to Subsection 16-1.03B, “Clearing,” of the Standard Specifications.

Grubbing: The work shall conform to Subsection 16-1.03C, “Grubbing,” of the Standard Specifications.

Disposal of Materials: In lieu of the requirements of paragraph two of Subsection 16-1.03D, “Disposal of Materials,” the Contractor shall coordinate with the Engineer prior to spreading any material from clearing and grubbing activities in the public right-of-way.

Measurement and Payment

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

10-1.05 TRIM VEGETATION IN WORK ZONE

General

This work shall consist of trimming and removing vegetation along the road edge to a minimum distance of 12” beyond the edge of work limits. All such work shall conform to Section 16

“Clearing and Grubbing” of the Standard Specifications, these Special Provisions, the plans and typical section, and as directed by the Engineer.

Construction

The Contractor shall remove all branches which hang within 13.5 feet above finished roadway grade, and all other vegetation along roadway and in limits of work area. Vegetation shall be trimmed a minimum of 12” beyond the edge of pavement, shoulder-backing construction, or as necessary for paving operations or shoulder backing construction.

Measurement and Payment

Full compensation for “**Trim Vegetation in Work Zone**” shall be considered as included in the contract prices paid for the various bid items of work involved and no additional compensation will be allowed therefore.

10-1.06 WATER POLLUTION CONTROL

The contractor will be required to implement a Water Pollution Control Plan (WPCP) and shall use Best Management Practices (BMP’s). Water Pollution Control shall conform to the provisions in Section 13, "Water Pollution Control," Section 17-6.03C, “Temporary Drainage Inlet Protection,” and Section 13-7, “Temporary Tracking Control,” of the Standard Specification, project plans, and these Special Provisions. All operations shall comply with the provisions of the Clean Water Act, Regional Water Quality Control Board, and the Town of Yountville Storm Water Ordinance and policies with regard to protection of the storm water system from any pollutants. The Contractor is required to secure all necessary permits.

The Contractor shall implement BMP’s for the Water Pollution Control Plan (WPCP) at the start of construction. The contractor shall provide a copy of the WPCP showing the BMP’s that will be used to the Town and will be available for review at the office of the Town Engineer, 6550 Yountville Street, Yountville, CA. The WPCP will be implemented and modified by the Contractor for compliance with the RWQCB requirements. Any modifications or revisions to the WPCP shall be the responsibility of the Contractor.

The Contractor shall know and fully comply with applicable provisions of the Water Pollution Control Plan and all modifications thereto, the Federal, State, and local regulations and requirements that govern the Contractor's operations and storm water and non-storm water discharges from both the project site and areas of disturbance outside the project limits during construction. Attention is directed to Sections 7-1.02, "Laws," and 7-1.05, "Indemnification," of the Standard Specifications.

The Permits shall apply to storm water and certain permitted non-storm water discharges from areas outside the project site which are directly related to construction activities for this contract. Including, but not limited to, staging areas, storage yards, and access roads. The Contractor shall comply with the Water Pollution Control Plan for those areas and shall implement, inspect and maintain the BMP’s required as part of the water pollution control practices. The Engineer shall be allowed full access to these areas during construction to assure Contractor's proper implementation of water pollution control practices.

The Contractor shall be responsible for penalties assessed or levied on the Contractor or the Town as a result of the Contractor's failure to comply with the provisions in this section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of the Federal, State and local regulations and requirements as set forth therein.

Penalties as used in this section, "Water Pollution Control" shall include fines, penalties and damages, whether proposed, assessed, or levied against the Town or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Control Act, by governmental agencies or as a result of citizen suits. Penalties shall also include payments made or costs incurred in settlement for alleged violations of the Permits, the Manuals, or applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation, to remediate, or correct violations.

Notwithstanding any other remedies authorized by law, the Town may retain money due the Contractor under the contract, in an amount determined by the Town, up to and including the entire amount of Penalties proposed, assessed, or levied as a result of the Contractor's violation of the Permits, the Manuals, or Federal or State law, regulations or requirements. Funds may be retained by the Town until final disposition has been made as to the Penalties. The Contractor shall remain liable for the full amount of Penalties until such time as they are finally resolved with the entity seeking the Penalties.

Retention of funds for failure to conform to the provisions in this section, "Water Pollution Control," shall be in addition to the other retention amounts required by the contract. The amounts retained for the Contractor's failure to conform to provisions in this section will be released for payment on the next monthly estimate for partial payment following the date when the WPCP has been implemented and maintained, and when water pollution has been adequately controlled, as determined by the Engineer.

When a regulatory agency identifies a failure to comply with the Permits and modifications thereto, or other Federal, State or local requirements, the Town may retain money due the Contractor, subject to the following:

- A. The Town will give the Contractor thirty (30) days' notice of the Town's intention to retain funds from partial payments, which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.
- B. No retention of additional amounts out of progress payments will be made if the amount to be retained does not exceed the amount being withheld from progress payments pursuant to Section 9-1.16, "Progress Payments," of the Standard Specifications.

During the first estimate period that the Contractor fails to conform to the provisions in this section, "Water Pollution Control," the Town may retain an amount equal to 25 percent of the estimated value of the contract work performed.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records

pertaining to water pollution control work. The Contractor and the Town shall provide copies of correspondence, notices of violation, enforcement actions or proposed fines by regulatory agencies to the requesting regulatory agency.

No adjustment in compensation will be made for ordered changes to correct Water Pollution Control plan work resulting from the Contractor's own operations or from the Contractor's negligence.

If requested by the Contractor and approved by the Engineer, changes to the water pollution control practices, including addition of new water pollution control practices, will be allowed.

BMP Implementation

Unless otherwise specified, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, removing, and disposing of the water pollution control practices specified in the Water Pollution Control Plan and in the amendments. Unless otherwise directed by the Engineer, the Contractor's responsibility for WPCP implementation shall continue throughout temporary suspensions of work ordered in conformance with the provisions in Section 13-2.03, "Construction," of the Standard Specifications.

Requirements for installation, construction, inspection, maintenance, removal, and disposal of water pollution control practices shall conform to the requirements in the WPCP and these Special Provisions.

If the Contractor or the Engineer identifies a deficiency in the implementation of the Water Pollution Control Plan or amendments, the deficiency shall be corrected immediately unless requested by the Contractor and approved by the Engineer in writing, but shall be corrected prior to the onset of precipitation. If the Contractor fails to correct the identified deficiency by the date agreed or prior to the onset of precipitation, the project shall be in nonconformance with this section, "Water Pollution Control." Attention is directed to Section 5-1.03, "Engineer's Authority," of the Standard Specifications, and to "Retention of Funds" of this section for possible nonconformance penalties.

If the Contractor fails to conform to the provisions of this section, "Water Pollution Control", the Engineer may order the suspension of construction operations until the project complies with the requirements of this section.

Measurement and Payment

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

The provisions of Sections 4-1.05 "Changes and Extra Work" of the Standard Specifications, shall not apply to these items of work.

10-1.07 TEMPORARY DRAINAGE INLET PROTECTION

Temporary storm drain inlet protection shall be constructed, installed, maintained, and removed at the locations shown in the Water Pollution Control Plan, shall conform to the provisions in Section 13-6.03C "Temporary Drainage Inlet Protection," in conformance the WPCP, BMPs, and these Special Provisions, and as directed by the Engineer. Attention is directed to "Water Pollution Control" of these Special Provisions.

Temporary Storm Drain Inlet Protection shall consist of Temporary Drainage Inlet Filters and Temporary Storm Drain Inlet Protection. Temporary Drainage Inlet Filters shall be installed and maintained throughout the project and Temporary Storm Drain Inlet Protection shall be installed and maintained during the defined rainy season.

Temporary Storm Drain Inlet Protection

Temporary Storm Drain Inlet Protection shall conform to the specifications and details of Detail SE-10, "Storm Drain Inlet Protection" of the Construction Best Management Practices (BMP's) in the WPCP.

Temporary Drainage Inlet Filters

The Contractor shall furnish, install, maintain and remove drainage inlet filters suitable for installation on existing drain inlets for removal of sedimentation and debris from water flow into the drainage inlet at the locations shown on the plans and as directed by the Engineer.

Temporary Drainage Inlet Filters shall be installed at all storm drain inlets within or adjacent to the project limits

Temporary drainage inlet filter shall be obtained from a commercial manufacturer, as approved by the Engineer.

The filter shall include a high-density polymeric support structure with an ultimate strength of 7,000 lb/ft², junction strength of 5,300 lb/ft².

The support structure and filter media shall be supported with a metal mounting support frame.

Each drain shall include a removable bag filter constructed of 8.0 oz non-woven filter fabric. The bag filter shall be fitted with grommets for mounting to the metal support frame. Grommets shall be located no more than 6 inches apart along the entire top of the filter bag. A metal retention bar shall be installed holding the filter bag firm against the metal support structure to prevent bypass flows.

Measurement and Payment

Full compensation for "**Temporary Drainage Inlet Protection**" shall be considered as included in the contract lump sum price paid for "**Water Pollution Control**" and no separate payment will be made therefor.

10-1.08 EXISTING FACILITIES

General

Existing Facilities shall conform to Section 5-1.36, "Property and Facility Preservation," Section 5-1.36D, "Nonhighway Facilities," and Section 15, "Existing Facilities," of the Standard Specifications and these Technical Specifications.

Protect Existing Facilities To Remain

The Contractor shall work around and protect all existing improvements to remain, including but not limited to existing utilities, monumentation, storm drainage facilities, street lights and conduit, concrete and asphalt concrete pavement, pavement markings, landscaping and appurtenances that are within or adjacent to the construction areas. The Contractor shall notify Underground Service Alert (USA) (1-800-277-2600) prior to beginning any work. Notification shall be in full compliance with USA requirements.

The Contractor, prior to beginning any work on or adjacent to the utility, shall verify the location of all utilities. The Contractor shall protect existing facilities to stay in place, including existing electroliers, when placing construction signs.

The Contractor shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property.

The Contractor shall repair or replace all existing improvements within the right-of-way which are not designated for removal, but that are damaged or removed as a result of its operations. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

The Contractor shall immediately repair or remove and replace any item damaged by his/her operations at his/her sole expense and to the satisfaction of the Town representative. The Contractor shall immediately notify the appropriate owner of the improvement or facility and the Town representative of any damage as a result of his/her operations to existing improvements or facilities. If the improvement belongs to a private residence and the property owner or occupant is not at home, such notification shall be attached to the front door of the property.

Location of Existing Facilities

As the first order of work, the Contractor shall pothole all existing utilities to identify potential conflicts. Existing utilities to be located shall include, but not limited to, street light conduit, all manholes (including storm, sanitary, telephone and water valves), pull boxes (including traffic signal, electrical, water and gas valve boxes), monuments and monument boxes, and all other miscellaneous boxes and facilities.

Measurement and Payment

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

The contract lump sum price paid for “**Pothole**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in potholing complete in place, including but not limited to demolition, removal, excavation, backfill, off haul and surface restoration, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.09 HOT MIX ASPHALT (HMA)

General

Summary. This section shall comply with Section 39, "Hot Mix Asphalt," of the 2010 Standard Specifications except as modified in these special provisions.

This work includes producing and placing hot mix asphalt (HMA) using modified Standard Process, and placing Minor Hot Mix Asphalt using the Method Process as indicated herein.

Submittals. Submit JMF information on Form CEM-3511 and Form CEM-3512. Submit Form CEM-3513 for mixes that have been verified within last 12 months. For unverified mixes, coordinate mix verification with Engineer.

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

Materials

Mix Types: Generally, the hot mix asphalt to be used will be as follows unless modified by the Engineer:

Base Courses:	3/4 inch Maximum, Type A, hot mix asphalt for base courses greater than 2-1/2 inches (0.20 feet or 65 mm). 1/2 inch Maximum, Type A, hot mix asphalt for base courses of 2-1/2 inches (0.20 feet or 65 mm) or less.
Leveling Courses:	3/8 inch Maximum, Type A hot mix asphalt for leveling courses of 3/4 of an inch (0.06 feet or 19 mm) or less. 1/2 inch Maximum, Type A, hot mix asphalt for leveling courses greater than 3/4 of an inch (0.06 feet or 19 mm).
Surface Courses:	1/2 inch Maximum, Type A, hot mix asphalt for surface courses of 2-1/2 inches (0.20 feet or 65 mm) or less on residential minor collectors; surface courses less than 2 inches (0.17 feet or 50 mm) on collectors and arterials; and on all alleyways and parking lots. 3/4 inch Maximum, Type A, hot mix asphalt for surface courses greater than 2 inches (0.17 feet or 50 mm) on

collectors and arterials.

Asphalt Binder. The grade of asphalt binder mixed with aggregate for HMA Type A must be PG 64-10 and shall conform to Subsection 92-1.02(B) of the Standard Specifications.

Aggregate. The aggregate for surface courses and base courses shall be HMA Type A and must comply with the No. 1/2" (surface course / base course) or 3/4" (base courses equal to or greater than 2-1/2" thick) grading. The aggregate for the leveling course shall be HMA Type A and must comply with the 3/8" grading.

Construction

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

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

Construction Sequencing. The HMA in the digouts shall be placed on the same day as the removal. The HMA shall be placed and compacted in two lifts.

Quality Control.

The Contractor is not required to submit quality control test results. However, if quality control test results are not submitted to the Engineer within 3 days of paving, the Contractor waives the right to dispute the Engineer's results.

Engineer's Acceptance.

Modify 39-2.03A Testing as follows:

Change footnote e(1) to read as follows: "1. Use one location per pavement repair if the repair area is less than 200 square feet. Use three locations for areas between 200 and 1200 sf. Use three tests per 1200 sf thereafter.

Compaction shall be between 92.0% and 97.0%.

Add the following footnotes:

k. Engineer shall perform testing in accordance with CT 375 for acceptance, except maximum specific gravity (CT 309) shall replace TMD testing. Contractor shall perform independent quality control testing continuously during paving using nuclear or non-nuclear methods.

l. Failing tests shall be verified by coring if requested by the Contractor. The Contractor will take cores at locations randomly determined by the Engineer and give them to the engineer for testing. A minimum of 1 core per 250 tons or 3 cores per street,

whichever is greater, shall be taken.

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

The table for deductions indicated in the referenced revised Caltrans Section 39 shall apply to individual cores. The following table shall apply to deductions for average compaction of a lot:

**Reduced Payment Factors for Percent of Maximum
Theoretical Density**

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

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

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

Temporary Transitions: The Contractor shall construct temporary pavement transitions at all transverse paving joints greater than 1 inch prior to allowing traffic onto the paved surface. Temporary pavement transitions shall have a maximum slope of 20:1 or as approved by the engineer and be constructed on Kraft paper or other suitable bond breaker such that upon removal of the temporary pavement transition, a clean notch remains. The temporary transitions may be constructed of either cold mix or hot mix.

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

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

Measurement and Payment

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

The contract price paid per ton for "1/2" HMA (Type A) PG 64-16" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Hot Mix Asphalt (HMA), complete in place, including placing, compacting and protecting HMA; the preparation, submission and verification testing costs for the JMF; providing the Contractor's Quality Control Plan; and the costs of coring to verify core densities if required, as shown on the plans, as specified in the Standard Specification and these special provisions, and as directed by the Engineer.

10-1.10 ASPHALT TACK COAT

General

The work to be performed shall consist of furnishing and applying tack coat in conjunction with hot mix asphalt overlays and other hot mix asphalt paving work.

Materials

The tack coat shall be emulsified asphalt of grades RS1, RS2, SS1, or SS1h, conforming to Section 94, "Asphaltic Emulsions", of the Standard Specifications.

Application: The tack coat shall not be applied until the preparation of the existing surface has been completed, and then only so far in advance of placing the hot mix asphalt as permitted by the Engineer. Preparation of the surface shall be performed as described in these Special Provisions. No tack coat shall be left exposed overnight. Immediately in advance of placing the hot mix asphalt, additional tack coat shall be applied as directed by the Engineer to areas where previously

applied tack coat has been destroyed or otherwise rendered ineffective, and no additional compensation will be allowed for such work.

Existing concrete curb faces shall be protected against discoloration from the asphalt. Residue of the material shall be removed from curb faces by sandblasting to the extent required by the Engineer.

Tack coat shall be applied as specified in Subsection 39-1.09C of the Standard Specifications and these Special Provisions. The Engineer will determine if the pavement is sufficiently dry for the application of the tack coat. Further, tack coat shall not be applied when the temperature of the surface to be tacked is below 40 degrees Fahrenheit in the shade.

Tack coat shall be applied to all vertical edges to be paved against including curb faces and gutter lips. The Contractor shall protect concrete surfaces that are not to be paved against from tack coat spray or splash. Any tack coat more than one inch above the paving surface shall be removed by power washing or other means.

Measurement and Payment

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

10-1.11 COLD PLANING

General

Cold planing shall include all work necessary to remove and dispose of existing asphalt and/or concrete pavement to a predetermined depth. Cold planing may be used for “digouts”.

Equipment

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

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

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

Construction

Prior to cold planing operation, full depth sawcutting of the existing asphalt concrete shall be performed, at the limits of work as indicated on the plans and as directed by the Engineer. Asphalt concrete shall be cut on a neat line with a power driven saw.

In addition to the removal of existing asphalt concrete below the gutter lip as indicated on the plans, cold planing may require removal of existing asphalt concrete above gutter lips due to prior overlays.

Pavement to be cold planed may contain pavement fabric.

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

All pavement areas called out for removal and replacement shall be cold planed to the full width of the roadway. Pavement against curb faces shall be removed to the full depth designated for that particular section of roadway. If pavement against curb faces cannot be removed by the planing machine, the Contractor shall use other means to remove this material.

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

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

All material removed shall be considered the property of the Contractor and shall be removed and disposed of at the Contractor's expense.

In addition to removing the cold planed hot mix asphalt, the Contractor shall remove any slurry seal or hot mix asphalt which is adhered to the top of the adjacent gutter, cross gutter, or spandrel.

Air Pollution Control: The Contractor shall take all necessary measures to avoid the dispersion of dust. Attention is directed to Subsections 14-9.02A and 14-9.03A of the Standard Specifications.

Correction of Tear Out Areas: If tear-out to the underlying layers occurs during the cold planing operation, the Contractor shall adjust his operation to minimize tear-out. Corrections shall include changing operation speed and replacing cutting teeth. Changes in cold planing depth shall only be

made with approval of the Engineer.

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

Measurement and Payment

The contract price paid per square foot for "**Cold Plane and Dispose of 3**" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Cold Planing, complete in place, including sawcutting the existing AC prior to cold planning, disposing of all planed materials; furnishing, constructing, maintaining, removing, and disposing of HMA for temporary HMA tapers, as shown on the plans, as specified in the Standard Specifications and in these special provisions, and as directed by the Engineer.

10-1.12 QUICKLIME/CEMENT SOIL TREATMENT

General

Work to be performed under this Section covers all labor, materials, tools, equipment and incidentals necessary to quicklime/cement-treat soil to the depth specified. All such work shall conform to Sections 24 and 27 of the Standard Specifications, and these Special Provisions.

Materials

On-site materials to be stabilized and quicklime/cement shall conform to Sections 24-2.02 and 27-1.02 of the latest edition of the Standard Specifications.

The quicklime/cement content of the soil shall be 3.0 ± 0.5 percent by dry weight. The cement should be added at 1.5 percent and the lime added at 1.5 percent to meet the 3 percent requirement.

Construction

General Application: The quicklime/cement-treatment application and construction shall be performed in accordance with the Standard Specifications, except as noted.

The maximum treatment and lift thickness shall be 12-inches.

The spread rate shall be confirmed on each lift for each row of lime application until uniformity is confirmed to the Soils Engineer's satisfaction. Thereafter, the engineer shall confirm quicklime/cement application as needed to confirm uniformity.

Compaction: Compact in 12-inch maximum lifts to 95 percent relative compaction at or above optimum moisture as determined by Cal Test 216.

The maximum compacted thickness of a single layer may be increased provided the Contractor

can demonstrate to the Soils Engineer that the equipment and method of operation will provide uniform distribution of the quicklime/cement and the required compaction density throughout the layer.

Tolerances: Completed quicklime/cement soil treated section after compaction and trimming shall be equal to the design thickness. The minimum thickness shall be the design thickness minus 1 inch.

Thickness/Uniformity Verification - Immediately after trimming and compaction are completed, excavate test pits. At locations selected by Soils Engineer, excavate a test pit for each 3,000 square feet of treated area. Test pits shall be 1 ft. by 1 ft. minimum, through quicklime/cement-treated section. Backfill with quicklime/cement treated material and compact immediately after verification of thickness and uniformity by Inspector.

Curing: If not covered by hot mix asphalt or aggregate base within 48 hours, the exposed quicklime/cement stabilized soil subgrade shall be covered with the appropriate emulsion seal as described in Section 24-2.02D of the Standard Specifications (Caltrans) within 24 hours of completing quicklime/cement stabilization.

Protection: Contractors shall maintain the subgrade in a smooth, compacted condition until placement of aggregate or hot mix asphalt. Any damage to the quicklime/cement-treated subgrade shall be repaired by immediately replacing with similar lime-treated material within 24 hours after damage.

After compaction, only rubber-tired vehicles or paving equipment shall be permitted on the lime-treated surface.

Measurement and Payment

The contract price paid per square foot for “**Quicklime/Cement Soil Treatment 10**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Quicklime/Cement Soil Treatment, complete in place, including breaking-up, mixing, spreading, compacting, trimming, curing and protecting treated soil, as shown on the plans, as specified in the Standard Specifications and in these special provisions, and as directed by the Engineer.

10-1.13 AGGREGATE BASE

General

This work shall consist of furnishing, grading, and compacting aggregate base under concrete repair areas and new structures, and where called for in the plans and these Special Provisions.

Materials

Aggregate base shall conform to Subsection 26-1.02B, “Class 2 Aggregate Base”, of the Standard Specifications. The grading shall be as indicated on the plans, or as directed by the Engineer.

Construction

Grading shall comply with the requirements of Section 19, "Earthwork", of the Standard Specifications.

The Contractor shall protect any items, facilities, or improvements, as necessary, in order to avoid causing damage.

The existing subgrade material below the new aggregate base shall be ripped, scarified, moisture conditioned to optimum moisture content, and compacted to a minimum of 95 percent relative compaction.

Construction of the new aggregate base shall conform to Section 26 of the Standard Specifications. The constructed thickness of the aggregate base layer shall be not less than the design thickness minus 1/2 inch.

Measurement and Payment

Full compensation for "**Aggregate Base**" shall be considered as included in the contract price paid per linear foot for "**Shoulder Backing**" and no additional compensation will be allowed therefore.

10-1.14 SHOULDER BACKING

General

This work shall consist of scarifying the existing shoulder material and placing additional material to bring the shoulder up to the new pavement surface as specified. All such work shall conform to the applicable provision of the Standard Specifications and these special provisions, the plans and standard details, and as directed by the Engineer.

Materials

Material for shoulder backing shall be crushed Class 2 aggregate subbase, Class 2 aggregate base, pavement grindings from this project, pulverized aggregate base from this project if applicable, or a combination of the above; and shall conform to Sections 25 and 26 of the Standard Specifications. All grindings larger than two inches shall be removed from the surface of the completed shoulder backing.

Construction

Installation:

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

Drainage Patterns:

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

Schedule:

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

Measurement and Payment

Shoulder backing is measured along the pavement edge.

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

10-1.15 LOWERING & ADJUSTING EXISTING UTILITY FACILITIES TO GRADE

General

This work shall consist of lowering and adjusting existing utility facilities including, but not limited to manholes, valve boxes, sewer clean-outs, monument boxes, electrical boxes, water meter boxes, and monitoring well covers to the finish grade of the resurfaced asphalt pavement or finished sidewalk grade. On roadways to be milled, facilities shall first be lowered prior to cold planing and then adjusted to finish grade after completion of the resurfacing work.

All such work shall conform to the applicable provisions of the California State Department of Transportation, Standard Specifications (Caltrans); these Special Provisions; the plans and typical sections; and as directed by the Engineer.

Construction

Grade rings shall not be used to adjust water utility covers.

Raising of sewer manholes, sewer cleanout covers and water facilities shall comply with the Town of Yountville Specifications and Standards. See Town of Yountville Standards No. WA4, WW6, & WW10.

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

Care shall be taken to keep frames and covers clean. The Contractor shall completely protect with

heavy plastic or other suitable material all utility covers or other items which are visible on the surface and will be covered by his operations. This shall be completed prior to the start of operations and approved by the Engineer. Any materials that adhere to the frames and covers shall be removed.

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

The Contractor shall notify owners of private utility facilities seven (7) days prior to the start of the resurfacing work. Such owners may request the contractor to raise the private facilities. Any contractor raising Town of Yountville facilities shall perform any work on said facilities per Town of Yountville Specifications and Standards.

Tolerances: The concrete around these adjusted facilities in the roadway shall be brought up to 1-1/2" below the finished pavement elevation.

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

The adjusted facilities in the sidewalk shall be flush with adjacent surface.

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

Survey Monuments: Where new survey monument boxes and covers are required, the Contractor shall perform the installation without disturbing the location of the monument. If the monument is disturbed the Contractor will be responsible for re-establishing it as a monument in accordance with State laws. The work for placement of the box and cover over an existing monument will include removal and replacement of the hot mix asphalt around the monument.

Monitoring Wells: Where monitoring wells are to be overlaid, the location of the wells shall be marked on the curbs. A site sketch shall be provided to the town indicating the location and distances on the monitoring wells relative to the curb markings five days prior to paving. If the monitoring wells have frames and covers, the frames and covers shall be adjusted as part of this work.

Measurement and Payment

The contract unit price paid for **“Lower Manhole Cover”, “Lower Water Valve Cover”, “Lower Sewer Cleanout Cover”, “Adjust Manhole Cover”, “Adjust Water Valve Cover”** and

“**Adjust Sewer Cleanout Covers**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in lowering and raising utility frames and covers to grade, complete in place, including coordination with the utility companies, the Engineer, and Town Surveyors, replacing disturbed monuments, salvaging existing or furnishing new utility frames and covers, concrete, mortar, HMA (type A) and restoring adjacent pavement, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

10-1.16 TRAFFIC STRIPING, MARKINGS, RAISED PAVEMENT MARKERS & OBJECT MARKERS

General

Thermoplastic traffic stripes (traffic lines) shall conform to the provisions in Sections 84-1, "General," 84-2, "Thermoplastic Traffic Stripes and Pavement Markings" of the Standard Specifications and these Special Provisions. Painted traffic stripes and pavement markings shall conform to Section 84-1, "General" and 84-3, "Painted Traffic Stripes and Pavement Markings", of the Standard Specifications and these Special Provisions. Delineators shall conform to Section 82, "Markers and Delineators". Object Markers shall conform to Section 82, "Markers and Delineators" of the Standard Specifications and the latest edition of the California Manual on Uniform Traffic Control Devices.

Materials

MATERIALS (Thermoplastic): Section 84-2.02, "Materials" of the Standard Specifications is deleted.

The thermoplastic material shall conform to State Specifications 8010-41G-21. Glass beads to be applied to the surface of the molten thermoplastic material shall conform to the requirements of State Specification 8010-22L-22 (Type II), or AASJTP Designation: M 247 (Type 1).

State Specifications for thermoplastic material and glass beads may be obtained from the Transportation Laboratory, P.O. Box 19128, Sacramento, CA. 95819, (916) 739-2400.

Thermoplastic material for traffic stripes shall be applied at a minimum thickness of 0.125-inch.

A primer of the type recommended by the manufacturer of the thermoplastic material shall be applied over all existing painted stripes and pavement legends to be covered with thermoplastic material as shown on the plans.

MATERIALS (Paint): Paint for traffic stripes and pavement markings shall comply with Section 84-3 of the Standard Specifications.

The use of either water or solvent-based paint will be determined by the Engineer according to the time of year and air pollution control requirements.

Paint shall be used at its manufactured consistency.

MATERIALS (Object Marker & Post): Object Marker shall be Type L-1 (CA) per Caltrans 2010 Standard Plan A73A. Post per Caltrans 2010 Standard Plan A73B “Metal Post Detail”.

Construction

All construction shall conform to the respective provisions of the Standard Specifications, manufacturer’s installation requirements, and the Special Provisions.

Existing Striping and Markings: In areas adjacent to the reconstructed surfacing where existing striping must be changed to conform to a revised striping pattern, conflicting striping shall be removed by sand blasting, grinding, or other methods as specified in the Standard Specifications or by the Engineer.

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

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

When the Contractor’s work removes or reduces the visual appearance of a lane or centerline, the Contractor shall replace all striping between the adjacent intersections in both directions. Where a median exists, this work will be required only in the roadway where the work has occurred, unless a detour which altered the pavement markings occurred in the other roadway. In such cases, the striping will be replaced in both directions.

Layout for Temporary and Permanent Striping: The alignment and layout of traffic stripes shall conform to Subsection 84-1.03, “Traffic Stripes and Pavement Markings”, of the Standard Specifications.

The Contractor shall be responsible for compiling an existing striping and marking plan including but not limited to stop bars, legends, parking stall stripes, crosswalks, pavement markings, and other traffic delineation markings within the project prior to removing, obliterating, covering any existing striping, or starting work on the affected street. **This plan must be submitted to the Engineer and approved prior to commencing any striping and marking operations on the affected street.**

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

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

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

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

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

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

Schedule: Raised pavement markers (RPM's) shall be placed as specified in Subsection 85-1.03A, "General", of the Standard Specifications. When utilizing hot melt bituminous adhesive, RPM's shall be placed after the surface has been open to traffic for at least seven (7) days. When utilizing epoxy adhesive, RPM's shall be placed after the surface has been open to traffic for at least 14 days. Regardless of which adhesive is utilized, the RPM's shall not be placed more than 21 days after paving or surfacing.

Permanent traffic striping and markings including legends and arrows shall be placed within 21 days after paving or surfacing, unless otherwise directed by the Engineer.

Temporary yellow marking tape denoting school crosswalks shall be placed the same day that the pavement surfacing is placed.

Failure to comply with these requirements shall result in liquidated damages of \$1,000 per day for each street that has not received permanent installation of the required raised pavement markers, traffic striping, and pavement markings.

Pavement Stencils: The Contractor shall use stencils which conform to Caltrans Standard Plans and Details.

Retroreflective and Raised Pavement Markers: Installation of both retroreflective and raised pavement markers shall conform to the provisions of Section 85 of the Standard Specifications. Pavement markers shall be placed in the same pattern and locations as they were previously, except

as shown on the plans or modified herein.

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

No primer or thermoplastic shall be installed within 48 hours from the last measurable rain report as provided by the Town.

Thermoplastic traffic striping, legends, and arrows shall conform to the provisions of Section 84-1, “General”; Section 84-2, “Thermoplastic Traffic Stripes and Pavement Markings”; and refer to Section 85, “Pavement Markers”; and the Special Provisions.

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

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

At the option of the Contractor, a hot melt bituminous adhesive may be used to cement the markers to the pavement instead of the Rapid Set Type or Standard Set Type epoxy adhesive specified in 85-1.02E, "Epoxy Adhesive," of the Standard Specifications. Bituminous adhesive material shall conform to the following:

Specification	ASTM	Requirement
Flash Point, COC, °F	D 92	550 Min.
Softening Point, °F	D 36	200 Min.
Brookfield Thermosel Viscosity, Centipoise, No. 27 Spindle, 20 RPM, 400°F	D 4402	3,000-6,000
Penetration dmm, 100g, 55 seconds, 77°F	D 5	10 - 20
Filler Cement, percent by weight (Insoluble in 1,1,1 Trichloroethane)	D 2371	65 - 75

Filler material used in bituminous adhesive shall be Type PC, Grade III, calcium carbonate conforming to ASTM D1199, and shall conform to the following gradation:

Sieve Size	Percent Passing
No. 100	100
No. 200	95
No. 325	75

Bituminous adhesive shall be heated indirectly in an applicator with continuous agitation or

recirculation. Bituminous adhesive shall not be heated above the maximum safe heating temperature recommended by the manufacturer and shall not be applied at temperatures greater than 425°F, nor less than 375°F.

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

Placement of pavement markers using bituminous adhesive shall conform to the requirements of the third, fourth, ninth and tenth paragraphs in said Subsection 85-1.03A of the Standard Specifications, except as follows:

1. Markers shall not be placed when the pavement or air temperature is 50°F or less.
2. Blast cleaning shall be required.

When bituminous adhesive is used for pavement marker placement, traffic control during placement operations shall conform to the requirements of "Traffic Control System" of these Special Provisions.

Object Markers: Installation of object markers and posts shall conform to the provisions of Section 82, "Markers and Delineators" of the Standard Specifications and the latest edition of the California Manual on Uniform Traffic Control Devices. Object markers and posts shall be placed in the same pattern, location & orientation as they were previously, except as shown on the plans or modified herein.

Measurement and Payment

The contract unit price paid for **"Blue Retroreflective Pavement Marker"** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in applying pavement markers, complete in place, including preparing and submitting an existing striping and marking plan, proper removal and disposal of pavement markers, and clean-up, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

The contract price paid per linear foot for **"12" White Crosswalk/Limit Line (Thermo)"** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in removing and applying thermoplastic traffic stripes and pavement markers, complete in place, including preparing and submitting an existing striping and marking plan, proper removal and disposal of traffic stripes and pavement markers, and clean-up, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

The contract unit price paid for **"Pavement Marking "STOP" Legend (Thermo)"** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in applying thermoplastic pavement markings and symbols, complete in place, including preparing and submitting an existing striping and marking plan, proper removal and disposal of pavement markings and symbols, and clean-up, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

The contract unit price paid for “**Type L-1 (CA) Object Marker**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing Object Markers, complete in place, including removal and disposal of existing object marker and post, and furnishing and installing new marker and metal post, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

Subsection 9-1.06B, “Increases of More Than 25 Percent” and subsection 9-1.06C, “Decreases of More than 25 Percent” shall not apply to the bid items related to removing and replacing traffic striping, pavement markings and pavement markers.

10-1.17 FINAL CLEAN-UP

Before final inspection of the work, the Contractor shall clean the work and all ground occupied by him in connection with the work, of all rubbish, excess materials (including liquid asphalt), and equipment. Prior to final street sweeping, all sidewalks, curbs and gutters shall be thoroughly swept clean of all dirt, dust and foreign material. The streets shall be swept in accordance with Section 5-1.23. All parts of the work shall be left in neat and presentable condition.

Measurement and Payment

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

**PROPOSAL TO THE TOWN COUNCIL
OF THE TOWN OF YOUNTVILLE, CALIFORNIA**

**FOR CONSTRUCTION OF
2015 STREET RECLAMATION PROJECT (ST-2016)**

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

TOWN, STATE, ZIP: _____

TELEPHONE NO: AREA CODE: () _____

Email: _____

LOCATION

The work to be done and referred to herein is in the Town of Yountville, State of California, in accordance with the Special Provisions (including the payment of not less than the minimum wage rates set forth therein) and the contract annexed hereto and also in accordance with the Town of Yountville general conditions for construction projects, 2006, the Town Design and Construction Standards, dated April 1996 with amendments through June 2009, the current General Prevailing Wage Rates according to the California Department of Industrial Relations, and the current issue of the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates", on file in the office of the California Department of Industrial Relations (415) 703-4281 and where referenced, the 2010 Standard Plans and the 2010 Department of Transportation Standard Specifications, of the State of California.

The work to be done as described in the attached project specifications and as shown on the plans.

This proposal includes the following forms which must be completed as part of the proposal:

- Withheld Contract Funds Certification
- Immigration Reform and Control Affidavit
- Non-Collusion Affidavit
- Certification of Compliance
- List of Subcontractors and/or Vendors

Bids are submitted for the entire work. The total amount of the bid for comparison purposes will be determined on the basis of item price and then the total of the individual items. The total of unit

basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

The bidder shall set forth for each item of work, in clearly legible figures, an item price and a total of the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail; provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

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

In accordance with California Public Contract Code Section 20103.8, if the Town Council elects to award a contract for performance of the project, the contract will be awarded in accordance with California Public Contract Code Section 20162 and other applicable law to the responsible bidder submitting a responsive bid with the lowest total bid price for the base bid

It is hereby agreed that the undersigned, as bidder, shall furnish a Faithful Performance Bond and a Labor and Materials Bond, each in the amount of one hundred percent (100%) of the total amount of this Proposal, to the Town of Yountville and at no expense to the Town, executed by a responsible surety acceptable to said Town, in the event that this Proposal is accepted by said Town of Yountville.

In addition, the Contractor shall furnish a Warranty Bond at the completion of the work and prior to the acceptance of the contract by the Town. All bonds shall be executed by an admitted surety insurer and made payable to the Town of Yountville. The Warranty Bond shall be executed for an amount equal to at least twenty percent (20%) of the total contract amount and shall be for the security of the correction of deficiencies during the twelve (12) month warranty period as specified in the section of these Contract Provisions titled General Warranty. The amount of the Warranty Bond shall not be construed in any way as limiting the Contractor's liability with respect to warranties or responsibility for faulty materials or workmanship nor limit the extent or cost of any remedies of defects within the warranty period.

If this Proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give the bond in the sum to be determined as aforesaid, with surety licensed as such in the State of California and satisfactory to the Town of Yountville, within 8 days, not including Sundays and legal holidays, after the bidder has received notice that the contract has been awarded, the Town may, at its option, determine that the bidder has abandoned the contract, and thereupon this Proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the Town of Yountville.

The undersigned, as bidder, declares that the only persons or parties interested in the Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation and in submitting this Proposal, the undersigned bidder agrees that if it is determined that he is the successful bidder, he will execute the non-collusion affidavit required by these Special Provisions; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes and agrees if this Proposal is accepted that he will contract with all necessary machinery, tools, apparatus and other other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following items prices, to wit:

Town of Yountville
2015 STREET RECLAMATION PROJECT (ST-2016)
Bid opening 11:00 a.m. September 7th, 2015

BID SCHEDULE

ITEM NO.	ITEM DESCRIPTION	PAYMENT REFERENCE	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
1	Mobilization, Bonds & Insurance	10-1.02	LS	1		
2	Traffic Control & Construction Area Signs	10-1.03	LS	1		
3	Water Pollution Control	10-1.06	LS	1		
4	Pothole	10-1.08	LS	1		
5	1/2" HMA (Type A) PG 64-16	10-1.09	TN	638		
6	Cold Plane and Dispose of 3"	10-1.11	SF	34,032		
7	Quicklime/Cement Soil Treatment 10"	10-1.12	SF	34,032		
8	Shoulder Backing	10-1.14	LF	271		
9	Lower Manhole Cover	10-1.15	EA	1		
10	Lower Water Valve Cover	10-1.15	EA	4		
11	Lower Sewer Cleanout Cover	10-1.15	EA	1		
12	Adjust Manhole Cover	10-1.15	EA	1		
13	Adjust Water Valve Cover	10-1.15	EA	4		
14	Adjust Sewer Cleanout Cover	10-1.15	EA	1		
15	Blue Retroreflective Pavement Marker	10-1.16	EA	1		
16	12" White Crosswalk/Limit Line (Thermo)	10-1.16	LF	81		
17	Pavement Marking "STOP" Legend (Thermo)	10-1.16	EA	5		
18	Type L-1 (CA) Object Marker	10-1.16	EA	4		
Base Bid Total						

NOTE: The lowest bid will be determined as the lowest bid price on the base bid total

Accompanying this proposal is _____ (NOTICE: Insert the words “Cash (\$ _____ .00”, “Cashier’s Check”, “Certified Check”, or “Bidder’s Bond”, as the case may be) in an amount equal to at least ten percent of the total of the base bid.

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

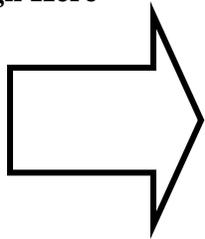
IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true names of firm; also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Licensed in accordance with an act providing for the registration of Contractors, and Section 7028.15 of the Business and Professions Code, License No. _____, Expiration Date: _____.

By my signature on this proposal, I certify, under penalty of perjury, that the foregoing Public Contract Code Sections 10162 questionnaire and 10232 statement and the Title 23 United States code, Section 112 Non-collusion affidavit, and the representations made in connection with Section 7028.15 of the Business and Professions Code are true and correct and that the bidder has complied with the requirements of Section 81403 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code).

Date: _____

Sign Here



Signature of Bidder

Business Address _____

Place of Business _____

Place of Residence _____

WITHHELD CONTRACT FUNDS CERTIFICATION

On September 26, 1981, the Governor of California approved Senate Bill No. 835 which requires the inclusion in invitations for public agency bids and in public agency contracts, a provision which will, at the expense of the contractor, permit the substitution of securities of equal value for any construction progress monies withheld to ensure performance under a contract pursuant to the requirements of Public Contract Code Section 10261. Therefore, as contractor on Project:

2015 STREET RECLAMATIONONSTRUCTION PROJECT (ST-2016)

I hereby submit that:

- () I do not intend to substitute securities for monies withheld and thereby do not avail myself of the process and rights outlined in Senate Bill No. 835.
- () I do intend to exercise my option as specified in Senate Bill No. 835 and hereby agree to the following:
 - 1. I will establish an escrow agreement satisfactory to the Town with a state or federally chartered bank, which shall contain at a minimum provisions governing inter alia:
 - a. The amount of securities to be deposited;
 - b. The type of securities to be deposited, (eligible securities for deposit are described in Government Code Section 16430);
 - c. The providing of powers of attorney or other documents necessary for the transfer of the securities deposited;
 - d. The terms and conditions of conversion to cash to provide funds to meet defaults by the Contractor including, but not limited to termination of the Contractor's control over the work, stop notices filed pursuant to law, assessment of liquidated damages or other amounts to be kept or retained under the provisions of the contract;
 - e. The decrease in value of securities on deposit; and
 - f. The termination of the escrow agreement upon completion of the contract and acceptance by the Town.
 - 2. I will obtain written consent of the surety to any such agreement; and

3. I will attach to each progress payment submitted a copy of escrow instructions executed by and notarized by agents thereof and on bank Letterhead as proof that such an account has been established. Such instructions will set forth that securities deposited shall not be withdrawn for any purpose (with contractor's complete and unreserved agreement) without prior written approval by the Town of Yountville with respect to the project herein above referenced.

Contractor

By: _____
Signature

Title: _____

Business Address: _____

Place of Residence: _____

IMMIGRATION REFORM AND CONTROL AFFIDAVIT

I hereby submit that I am complying with the Immigration Reform and Control Act of 1986.

Contractor's Signature

Print Name

NON-COLLUSION AFFIDAVIT

Joe and Eric: Our Town Attorney says that this is out of date. Do you have a new form for this?

To the Town Council, Town of Yountville:

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

That he has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with such contract.

Signature

Print Name

Title

Business Address

Place of Residence

Subscribed and sworn to before me this ____ day of _____, 2015.

Notary Public in and for the County of _____, State of California.

My Commission Expires _____, 20__.

CERTIFICATION OF COMPLIANCE WITH SECTION 3700 OF THE LABOR CODE

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

Contractor

By:

Title:

Date:

Contractors are required by law to be licensed and regulated by the Contractors, State License Board. Any questions concerning a contractor may be referred to the Register of the Board, whose address is:

Contractor's State License Board
1020 "N" Street
Sacramento, California 95814

BID BOND

(10% of the Proposal Amount)

KNOW ALL MEN BY THESE PRESENTS that we _____
_____ as Principal, and _____
Surety, are held and firmly bound unto Town of Yountville hereinafter called the Owner in the sum of _____ Dollars
(\$ _____), 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 conditions of this obligation are such that whereas the principal submitted to the Owner a certain Proposal, attached hereto and hereby made a part hereof, to enter into a contract in writing for the _____
_____ and will furnish all required certificates of insurance and bonds as required by the Contract.

NOW THEREFORE, if said Proposal shall be rejected; or in the alternate, if said Proposal shall be accepted, and the Principal shall execute and deliver a contract in the prescribed Form of Agreement, shall deliver certificates evidencing that the required insurance is in effect and shall execute and deliver Performance and Payment Bonds in the forms prescribed, and shall in all other respects perform the agreement created by the acceptance of said Proposal, then this obligation shall be void; otherwise this obligation shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the principal hereunder shall be the amount of this obligation as herein stated. In the event suit is brought upon this bond by Owner and judgment is recovered, Surety shall pay all costs incurred by Owner in said suit, including a reasonable attorney's fee to be fixed by the court.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by an extension of the time within which the Owner may accept such a proposal; and said Surety does hereby waive notice of any such extension.

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

ATTEST:

(Principal) _____

(Address) _____

(By) _____

(Title) _____

ATTEST:

(Surety) _____

(Address) _____

(By) _____

(Title) _____

(To be filled in by Surety):

The rate of premium on this bond is \$_____ per thousand.

The total amount of premium charged is \$_____

TOWN OF YOUNTVILLE

CONTRACTOR

QUALIFICATION GUIDELINES

1. CONTRACTOR QUALIFICATION PROCESS

The California Public Contract Code requires the Town of Yountville to determine whether the contractor submitting the lowest bid on the project is “responsible”. The courts in California have interpreted the term “responsible bidder” to mean a contractor that, in the view of the awarding agency, is qualified, fit and capable, based on past experience and current ability, to perform and complete the work in question in a timely manner. Poor past performance, by itself, is an adequate ground for determining that a bidder is not responsible.

The term “responsible bidder” also connotes a contractor that is “trustworthy”. The concept of trustworthiness is separate and distinct from the issue of ability to perform the work, and a contractor’s willingness to comply with all relevant laws, as demonstrated by its past record and the record of its owners, officers and managing employees, is highly relevant to a determination of whether it is trustworthy.

In order to fulfill its legal duty to award a contract for the project to a contractor that is “responsible”, the Town of Yountville, prior to award, requires a contractor to complete a separate questionnaire (attached) which is designed to elicit relevant information about licenses, past experience in performing similar projects, financial ability, compliance with all federal, state and local laws and regulations, ability to obtain insurance, past and current claims and litigation, and staffing. The three lowest responsive bidders must, upon notice by the Town, provide all information requested in the questionnaire within two (2) business days of notice and an authorized representative of each contractor must sign the questionnaire under penalty of perjury. If any information provided by a contractor becomes inaccurate, the party that provided the information must immediately notify the Town of Yountville and provide updated accurate information in writing under penalty of perjury.

The information supplied by the contractor will be reviewed and verified by the Town and, based on that verified information and all other information known to the Town, a determination will be made as to whether the contractor is “responsible”. In addition, a contractor will be found not to be responsible if any of the following occurs:

1. The questionnaires are not returned in time.
2. All information requested by the questionnaire is not provided by the contractor.
3. The questionnaires are not signed under penalty of perjury by individuals who have the authority to bind the contractor on whose behalf they are signing.
4. Information contained in the questionnaire is not updated under penalty of perjury when it is no longer accurate.
5. Any information provided by the contractor is misleading or inaccurate in any material manner (e.g., financial resources are overstated; previous violations of law are not accurately reported; etc.). It is important to note that even after a contractor has been determined to be responsible, the Town of Yountville reserves the right to revoke that

determination at any subsequent time, and to cease making payments, if it determines that any information provided by the contractor was incomplete, misleading or inaccurate in any material manner.

In addition, a contractor will automatically be found not to be responsible if the information it provides reveals that:

1. It lacks a valid license.
2. Within the past 5 years its license was suspended or revoked.
3. Within the past 5 years its surety had to complete its work.
4. It is unable to obtain the requisite bonding or insurance.
5. Within the past 5 years it has incurred two or more sustained claims of \$50,000 or more from an owner or performance/payment bond surety based on (a) poor workmanship/incomplete performance or (b) unexcused delays in completion.
6. Within the past 5 years it has filed two or more claims of \$50,000 or more against owners for extra compensation and it (or its surety or insurer) has failed to receive a recovery of at least 50% of the amount in dispute.
7. Within the past five (5) years it has failed to pay prevailing wages and/or required union benefits (if applicable) and/or state, local or federal taxes on any public works project.

The information requested in the questionnaire is summarized below. The questionnaire is not a public record and is not open for public inspection. All information provided will be kept confidential to the extent permitted by law. The awarding body reserves the right to reject any and all Qualification Questionnaires and to waive any irregularities in the information provided therein.

1. General Information

This includes name, address, telephone and fax numbers of contractor/subcontractor; name and position of person completing the questionnaire; scope of work to be performed by contractor; and how long the contractor has been authorized to perform work in this state.

2. License Requirements

The contractor must provide information demonstrating that it is currently licensed to perform work in California.

3. Experience

The contractor must provide information demonstrating prior relevant experience, within the past 5 years, on projects of similar size and complexity to this project.

4. Compliance with Laws

The contractor must demonstrate trustworthiness by providing information about prior compliance with federal, state and local laws, and about any disqualifications or removals that have occurred in the past 5 years.

5. Financial Requirements

The contractor must demonstrate its financial ability to complete work on the project.

6. Safety

The contractor must demonstrate that it has the ability to work on the project in a safe manner.

7. Insurance and Bonding

The contractor must demonstrate its ability to obtain the insurance and bonding required for performing work on the project.

8. Litigation

The contractor, and each of its subcontractors, must not have any claim or litigation against the Town of Yountville or against the construction manager. The contractor must also provide information about all litigation, claims and arbitrations that are currently pending.

9. Staffing Requirements

The contractor must list the person, and one alternate, it will assign to act as the superintendent or the foreperson for the project. The contractor may not deviate from the persons listed without prior Town approval. All persons listed must meet minimum specifications listed in the questionnaire.

10. Prevailing Wage Requirements

This project requires the payment to all employees of prevailing wages as determined by the California Department of Industrial Relations. The contractor, and each of its subcontractors, must verify that they are familiar with the provisions of California Labor Code sections 1720-1861 and Title 8, California Code of Regulations, sections 16000-16403, and with the requirements and obligations (including record keeping and employment of apprentices) imposed by those sections on all contractors and subcontractors who perform work on public works projects.

If a contractor is found by the Town of Yountville to be responsible, the contractor may not thereafter substitute a different subcontractor for one that was listed; provided, however, that if the contractor proves to the satisfaction of the Town that one of its listed subcontractors is no longer in business, the contractor may request the Town to qualify another subcontractor to replace the one that is no longer in business.

TOWN OF YOUNTVILLE

CONTRACTOR

QUALIFICATION QUESTIONNAIRE

Company Name: _____

Project Name: _____

Each contractor determined to be one of the three lowest responsive bidders on the project must fully complete this questionnaire and provide all materials requested herein. Attach additional sheets as needed.

This questionnaire is not a public record and is not open to public inspection. All information provided will be kept confidential to the extent permitted by law. The Town of Yountville (“Town”) reserves the right to reject any and all Qualification Questionnaires and to waive any irregularities in the information contained herein.

Each questionnaire must be signed under penalty of perjury by an individual who has the legal authority to bind the contractor on whose behalf that person is signing. All questionnaires and materials requested therein must be received by the Town within two (2) business days of receiving notice. Questionnaires received after that time will not be considered.

If any information by a contractor becomes inaccurate, the party that provided the information must immediately notify the awarding body and provide updated accurate information in writing and under penalty of perjury.

1. GENERAL INFORMATION

A. Full Name of Contractor:

All other names under which your firm has operated in the last five years:

B. Address:

C. Telephone Number: () _____

D. Fax Number: () _____

E. List the full names of each of your firm's owners, officers, and managing employees and the number of years they have been with the firm:

F. Is your firm, or its owners, connected with any other firm as a parent, subsidiary, holding company or affiliate? _____ Yes _____ No

If "Yes", please give the full name and address of the other company or companies and explain what the relationship is.

G. How many years has your firm been authorized under California's license laws to perform work in this state under its current name? _____

H. How many years experience in construction does your firm have? _____

I. Scope of work to be performed by contractor: _____

J. Name of person completing and signing this questionnaire:

K. Person's position with contractor:

2. LICENSE REQUIREMENTS

A. Provide full name of license holders as per records of California Contractors License.

Board: _____

B. License Classification Number: _____

C. License Expiration Date (attach copy of license): _____

D. Has this license ever been suspended or revoked? _____ Yes _____ No

If “Yes”, provide all information about each suspension and revocation including dates of the suspension or revocation and reasons for that action. Attach copies of all documents in your custody, control or possession relating to each suspension or revocation.

E. Has the person in whose name the license is held ever had any other contractor’s license suspended or revoked? _____ Yes _____ No

If “Yes”, for each suspension and revocation provide the information and documents requested in “D” above.

F. Have any owners, officers or managing employees of your firm ever had a contractor’s license, held in their name, suspended or revoked?

If “Yes”, provide the name of the person and information and documents requested in “D” above.

G. Within the past 5 years, has any person or entity filed a complaint against your firm with the California Contractor’s License Board? _____ Yes _____ No

If “Yes”, please provide details about each complaint and attach copies of all documents in your custody, control or possession which relate to the complaint.

3. EXPERIENCE

Provide the following information about at least three (3) projects that your firm has performed in the past five years which are similar in size and complexity to this project.

4. COMPLIANCE WITH LAWS

- A. Within the past 5 years, has your firm, or any firm with which any of your firm's owners, officers, or managing employees was associated, been disqualified, removed or otherwise prevented from bidding on, or completing, any project for any reason? _____
Yes _____ No

If "Yes", provide the name of the firm, the name of the person who was associated with that firm (if applicable), the year of the incident, the name, address and telephone number of the owner of the project, the project's name and location, the name, address and telephone number of the general contractor (if applicable), and all relevant details about the incident. Also attach copies of documents in your custody, control or possession which relate to the incident.

- B. Within the last 5 years, has your firm, or any firm with which any of your firm's owners, officers, or managing employees was associated, been accused of, investigated for, and/or found guilty of violating any federal, state or local law, rule or regulation? _____
Yes _____ No

If "Yes", give the name of the firm, the name of the person associated with that firm (if applicable), the year of the incident, and provide all relevant details about the incident including, but not limited to, the law, rule or regulation which the firm was accused of violating, whether the investigation is on-going or completed, whether the accusation was sustained, and the outcome of any proceedings, including any fine, penalties or jail sentences that were imposed.

- C. Within the last 5 years, has your firm or any firm with which any of your firm's owners, officer, or managing employees was associated, submitted a bid for a public works project which was found to be non-responsive, or been found by an awarding body not to be a responsible bidder? _____ Yes _____ No

If "Yes", provide the name of the firm, the name of the person associated with that firm (if applicable), and all details including, but not limited to, the year of the incident, the name of the awarding body, and the reasons given by that body for its actions. Attach correspondence or other documents regarding the incident.

- D. Within the last five years, has your firm or any firm with which any of your firm's owners, officers or managing employees was associated, defaulted on a construction contract? _____ Yes _____ No

If "Yes", provide the name of the firm, the name of the person associated with that firm (if applicable), and all relevant details of the default including, but not limited to, the year of the default, the location of the project, the full name and address of the owner of the project, the full name and address of the general contractor, the value of the contract, and the reasons for the default.

5. FINANCIAL REQUIREMENTS

- A. Attach a copy of your firm's most recent balance sheet and profit and loss statement.
- B. Attach a list of your fiscal year volume for the past 5 years and provide a projection of the volume for the current fiscal year.
- C. Attach a list of your backlog projects, and for each state the name of the project, its location, the work you are still scheduled to do, the start and completion dates, and the contract value.
- D. List the names, addresses and telephone numbers of all surety companies utilized by your firm in the last five years: _____

Has any surety bonding your firm's jobs within the last five years been required or requested to pay on any bond or to complete any part of the work your firm was supposed to perform?
_____ Yes _____ No

If "Yes", name the surety, the project in question, the year, and provide all relevant information concerning the incident including, but not limited to, the amount of work performed by the surety and/or the amount paid or requested to be paid on the bond.

- E. Has your firm ever been unable to obtain a bond or been denied a bond for a contract?
_____ Yes _____ No

If "Yes", provide all the details.

- F. Has your firm, any affiliated company, or any owner, officer, or managing employee of your firm, ever declared bankruptcy or been in receivership? _____ Yes _____ No

If "Yes", provide all the details.

- G. Name of Bank: _____
Address: _____
Telephone Number () _____
Account Manager: _____
Account Numbers: _____
Amount of Line of Credit: \$ _____
Amount of Credit in Use: \$ _____
How Secured: _____

Expiration Date: _____

6. SAFETY

A. List your firm's Experience Modification Rate ("EMR") for the past 3 years:

2008 _____

2007 _____

2006 _____

If your EMR is currently 0.95 or greater, attach a letter of explanation.

B. Within the past 24 months, has your firm, or any firm with which any of your firms' owners, officers, or managing employees was associated, been cited for violations of CAL-OSHA standards or requirements? _____ Yes _____ No

If "Yes", provide all relevant details, including the name of the firm and the name of the person associated with that firm (if applicable).

C. Describe in detail (or attach any relevant documents such as standards, instructional materials, etc., which describe) the training and supervision received by "apprentices" who will be employed by your firm on this project. Include in the description detailed information regarding: the classroom and/or on-the-job training received by "apprentices"; the training facilities available to them and the qualifications of the teachers and instructors who provide the training; the nature of the supervision "apprentices" receive while on the job; and the minimum qualifications of the persons who provide the supervision.

7. INSURANCE

A. Attach evidence of the following minimum coverages and limits of insurance with carriers that have a "Best's" rating of A:VII or better:

1. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

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

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

c. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

B. Declare your deductibles or self-insured retentions: _____

C. With regard to the insurance listed above, please note that Section F of the General Conditions requires the following:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - a. Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001). This insurance must include coverage for contractual liability assumed by the Contractor under Paragraph G-04.
 - b. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 (any auto).
 - c. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

2. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Town. At the option of the Town, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Town, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Town guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions;
 - a. The Town, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and 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 coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Section 2782 (b) of the Civil Code. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
 - b. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance 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.
 - c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or reduced by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town.

4. Verification of Coverage. Contractor shall furnish the Town with original certificates certificates and amendatory endorsements effecting coverage required by this Section. The endorsements should be on forms provided by the Town or on other than the Town's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the Town before work commences. The Town reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.
 5. Subcontractors. Contractors shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- D. The Town Construction Manager on this project shall be considered an agent of the Town and shall be included as an additional insured on your policy.

8. CLAIMS AND LITIGATION

- A. Does your firm, any related firm, or any of your firm's owners, officers, or managing employees, or firms with which they are associated, or your listed subcontractors have any current claim or litigation against the Town of Yountville? ____ Yes ____ No
If "Yes", identify which firm or who has the claims or litigation and provide all relevant details.
- B. Do any of the parties listed in "A", above, currently have any claims or litigation against the State of California or any of its political subdivisions (i.e., counties, cities, districts, etc.)? ____ Yes ____ No
If "Yes", identify the firm or person and provide a description of each claim or lawsuit including, but not limited to, the name of the public entity, the date filed, the amount of the claim, the court where it is pending (if applicable), the case number, a description of the claim, and the status and/or outcome of the claim or lawsuit.
- C. List all claims, disputes, arbitrations, lawsuits, and mechanics liens during the past five (5) years in which your firm has been involved, regardless of whether your firm initiated or defended the mater. In addition to the information asked in "B" above, also include the name of the project and attach any judgements rendered against your firm.
- D. Does your firm have any outstanding demands, liens, or judgements? ____ Yes ____ No
If "Yes", describe what the demand, lien or judgement is for and state the amount of it.

9. STAFFING

- A. For each of the principal individuals in your firm, state his or her present position and the number of years of experience he or she has in the construction industry. Briefly describe the various positions he or she has held in the construction industry; the years in each position; and the type of work done in that position.

- B. The superintendent or foreperson assigned to this project shall have supervised projects of similar size and complexity within the last five years. Provide the full name of the person at your firm who meets the above minimum requirements and who will serve as the superintendent or foreperson on this project. In case he or she is not available, please list on alternate who also meets the minimum qualifications. The Contractor may not deviate from the persons listed when assigning a superintendent or foreperson to the project without prior approval of the Town.

Name: _____
(Primary Person)

Experience: _____

Name: _____
(Alternate)

Experience: _____

10. PREVAILING WAGE

By signing below, the individual acknowledges that this project requires the payment to all employees of prevailing wages as determined by the California Department of Industrial Relations; and that the contractor/subcontractor is familiar with the provisions contained in California Labor Code sections 1720-1861, and Title 8, California Code of Regulations, sections 16000-16403, and with the requirements and obligations (including record keeping and employment of apprentices) imposed by those sections on all contractors and subcontractors who perform work on public works projects.

11. DECLARATION

I declare under penalty of perjury that: (1) all of the information provided by me in this questionnaire is true and correct to the best of my knowledge; (2) I am authorized to sign this questionnaire on behalf of the firm whose name appears in Section 1A above and am attaching a power of attorney, certified minutes, etc., which indicate my authority; (3) if any of the information I have provided herein becomes inaccurate, I will immediately (if still employed by the firm) provide the awarding body with updated accurate information in writing and under penalty of perjury; and (4) I hereby authorize any person or entity named herein to provide the awarding body with whatever information it requests in order to verify this questionnaire.

Executed this _____ day of _____, 20____ at _____

_____, California.

Signature

Agreement Number 2015-_____
Town of Yountville

Construction
Contract

THIS AGREEMENT is made and entered into this ___ day of _____, 2015, by and between the Town of Yountville of the State of California, hereinafter called the Owner, and _____, hereinafter "Contractor."

In consideration of the payments and mutual covenants hereinafter set forth, the parties agree as follows:

1. The Contractor will commence and complete the work required by the Contract Documents in connection with the Construction of the **2015 STREET RECLAMATION PROJECT (ST-2016)**
2. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The Contractor will commence the work required by the Contract Documents within 10 calendar days after the date of the Notice to Proceed and will complete the same within the time provided unless the period for completion is extended otherwise by the Contract Documents.
4. The Contractor agrees to perform all of the work described in the Contract Documents and comply with terms therein for the amount of \$_____ as shown in the Proposal.
5. The Contract Documents consist of: Notice to Bidders; Instructions to Bidders; Proposal; Affidavit of Noncollusion; Contract Forms; Addenda (if applicable); General Conditions; Underwriter/Broker/Agent's Insurance Certification; Special Conditions; the Plans, Specifications and Standard Drawings, including all modifications thereof incorporated into the documents before their execution, and including all other requirements incorporated by specific reference therein and any modifications, including Change Orders, duly executed after execution of this Agreement.
6. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, partners, executors, administrators, successors and assigns.
8. The final acceptance of the work herein contemplated shall be made by the Town Council and Town Engineer.

IN WITNESS THEREOF, the Town of Yountville by order of its Town Council has caused

this Contract to be executed in its name by the Town Manager or in his or her absence, the Town Director of Public Works, and its seal to be hereto affixed by the Town Clerk and the Contractor has affixed his or her signature the day and year first hereinafter written.

<p>TOWN OF YOUNTVILLE</p> <p>_____</p> <p>Steven R. Rogers, Town Manager Date: _____</p> <p>ATTEST:</p> <p>_____</p> <p>Michelle Dahme, Town Clerk</p>	<p>CONTRACTOR:</p> <p>_____</p> <p>Street Address: _____ Mailing Address: _____ Telephone: _____ Facsimile: _____</p> <p>Signature: _____ Name: _____ Title: _____</p>
<p>RECOMMENDED FOR APPROVAL:</p> <p>_____</p> <p>Joe Tagliaboschi, Director of Public Works Date: _____</p>	
<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>_____, Town Attorney Date: _____</p>	

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Contractor,
and _____ as Surety,

are held and firmly bound unto the Town of Yountville, California, hereinafter called "Town", in the sum of:

_____ dollars,
(not less than 100% of the contract amount)

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.

WHEREAS, said contractor has been awarded and is about to enter into the annexed contract with said Town to perform all work required under the Town's Specifications entitled:

2015 STREET RECLAMATION PROJECT (ST-2016)

NOW, THEREFORE, if said Contractor shall perform to the satisfaction of Town, all the requirements of said contract required to be performed on his part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

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

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

SIGNED AND SEALED, this _____ day of _____, 20_____.

_____ (SEAL) _____ (SEAL)

By _____ By _____
(Signature) (Signature)

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Contractor,
and _____ as Surety,

are held and firmly bound unto the Town of Yountville, California, hereinafter called "Town", in the sum of:

_____dollars, (not less than 100% of the contract amount)

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.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said Town to perform all work required under the Town's Specifications entitled:

2015 STREET RECLAMATION PROJECT (ST-2016)

NOW, THEREFORE, if said Contractor or Subcontractor, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done or for amount due under applicable State Law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above. This bond shall inure to the benefit of any persons, companies, or corporations entitled to file claims under applicable State Law.

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

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

SIGNED AND SEALED, this _____ day of _____, 20_____.

_____(SEAL)_____(SEAL)
(Contractor) (Surety)

_____ By _____ Public Contract Code

MAINTENANCE BOND

(NOTE: To be submitted prior to release of performance bond)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the Town Council of Yountville has awarded to _____, (designated as the "PRINCIPAL") a contract for the

2015 STREET RECLAMATIOIN PROJECT (ST-2016)

which contract and all of the contract documents as defined therein (designated as the "Contract") are hereby made a part hereof; and

WHEREAS, the PRINCIPAL is required under the terms of the Contract to furnish a bond for the correction of any defects due to defective materials or workmanship in the work performed under the Contract.

NOW, THEREFORE, we the PRINCIPAL and the undersigned _____, as surety (designated as "SURETY"), an admitted surety insurer authorized to do business in the State of California, are held and firmly bound unto the Town of Yountville, (designated as the "OBLIGEE"), in the penal sum of _____ Dollars (\$_____), lawful money of the United States , being a sum not less than twenty percent (20%) of the final Contract price, 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 CONDITIONS OF THIS OBLIGATION ARE SUCH that if, during a maintenance period of one (1) year from the date of acceptance by the OBLIGEE of the contracted work, the PRINCIPAL upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship, shall diligently take the necessary steps to correct said defects within seven (7) days from the date of said notice, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

If any action shall be brought by the OBLIGEE upon this bond, a reasonable attorney's fee, to be fixed by the Court, shall be and become a part of OBLIGEE's judgment in any such action.

No right of action shall accrue on this bond to, or for the use of, any person or corporation other than the OBLIGEE named herein or the heirs, executors, administrator or successor of the OBLIGEE.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their seals this _____ day of _____, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

PRINCIPAL _____

By _____

(Acknowledgment)
(Corporate Seal)

Title _____

SURETY _____

By _____

(Attorneys-in-fact)

(Acknowledgment)

Title _____

(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bond.)

Town of Yountville

Underwriter/Broker/Agent's Certification

Town Project Identification: _____

Entity Providing Contractual Services: _____

Insurer(s): _____

Best Rating(s): _____

Name and Title of Underwriter, Broker, or Agent Completing Certificate: _____

I, the undersigned insurance underwriter, broker or insurance agent do hereby certify that I have examined the insurance specifications prepared by the Town of Yountville for the above referenced project and have attached herewith company certificates of insurance and all endorsements specified in the insurance specifications.

I further certify that the coverages provided to the Contractor and described in the certificates of insurance and endorsements conform in all respects to the requirements set forth in the insurance specifications including, but not limited to, the following considerations:

1. The scope of insurance is at least as broad as the minimum requirements identified in the insurance specifications;
2. The minimum occurrence limits and aggregate limits of insurance are consistent with those set forth in the insurance specifications;
3. All deductibles and/or self-insured retentions have been declared;
4. All required endorsements identified in the insurance specifications have been provided and copies have been attached to the appropriate certificate of insurance;
5. All policies of insurance have been placed with insurers with a current rating from the A.M. Best Company of not less than A: VII;
6. All endorsements have been signed by a person authorized by the insurer to bind coverage on its behalf.

I understand that the Town will not authorize the Contractor to initiate work on behalf of the Town until this certification has been fully executed and returned to the Town.

Name of Company

Signature

Business Address

Date

Business Phone



OFFICE USE ONLY: Business ID # License #

APPLICATION FOR BUSINESS LICENSE

DATE: _____

FEE PER FISCAL YEAR: \$20.00 LICENSE FEE
\$26.00 PROCESSING FEE
\$1.00 SB 1186 FEE **
\$47.00 TOTAL

PLEASE MAKE CHECKS PAYABLE TO THE "TOWN OF YOUNTVILLE"

Application is hereby submitted for a Town of Yountville Business License per Municipal Code Title 5, Chapter 5.04 permitting the operation of the following business:

Business Name: _____

Physical Address: _____ **LOCATED IN HOME (Y/N)** _____

Mailing Address: _____

City/State/Zip: _____

Contact Person: _____

Manager's Name: _____

Primary Phone: _____

Emergency Phone: _____

Email Address: _____

Fax Number: _____

Owner Name: _____

Owners Address: _____

City/State/Zip: _____

Contact Person: _____

Phone: _____

Owners Social Sec.: _____

Federal I.D. # _____

State I.D. #: _____

Contractor's #: _____

Ownership Type: Sole Prop.: _____ Partnership: _____ Corporation: _____ Other: _____

Type of Business: _____

A copy of your Worker's Compensation Insurance (if applicable) must accompany this application. Sales or Use Tax may apply to your business activities. You may see written advice regarding the application of tax to your particular business by writing to the nearest State Board of Equalization office.

Planning Department :	_____
Date Signed Off	_____