

**AGENDA
MCFARLAND CITY COUNCIL
MCFARLAND SUCCESSOR AGENCY
MCFARLAND PUBLIC FINANCE AUTHORITY
MCFARLAND IMPROVEMENT AUTHORITY
MCFARLAND PARKING AUTHORITY
MCFARLAND USA FOUNDATION**

**SPECIAL MEETING
CITY COUNCIL CHAMBERS
103 W. SHERWOOD AVE, MCFARLAND, CA**

**March 3, 2022
6:00 PM**

In Person Meeting

How to submit public comments:

The meetings of the City Council and all municipal entities, commissions, and boards ("the City") are open to the public. At regularly scheduled meetings, members of the public may address the city on any item listed on the agenda, or on any non-listed matter over which the city has jurisdiction. At special or emergency meetings, members of the public may only address the city on items listed on the agenda. There is a time limitation of two minutes per person. For any item that is not on the agenda and within the jurisdiction or interest of the city, please come to the podium at this time. The Brown Act does not permit any action or discussion on items not listed on the agenda. If you wish to speak regarding a scheduled agenda item, please come to the podium when the item number and subject matter are announced, and the mayor opens Public Comment on the item. When recognized, please begin by providing your name and address for the record (optional). Anyone wishing to submit written information at the meeting needs to furnish ten (10) copies to the City Clerk in advance to allow for distribution to City Council, staff, and the media. Willful disruption of the meeting shall not be permitted. If the Mayor finds that there is in fact willful disruption of any City Council Meeting, he/she may order the disrupting parties out of the room and subsequently conduct the City's business without them present.

Americans with Disabilities Act:

In compliance with the ADA, if you need special assistance to participate in a city meeting or other services offered by the City, please contact the City Clerk's office, at (661) 792-3091 ext. 2135. Notification of at least 48 hours prior to the meeting, or time when services are needed, will assist the city staff in assuring those reasonable arrangements can be made to provide accessibility to the meeting or services.

CALL TO ORDER: Mayor Sally Tafoya

ROLL CALL:

Mayor, Sally Tafoya
Mayor Pro Tem, María T. Pérez
Council Member/Board Member, Saul Ayon
Council Member/Board Member, Ricardo Cano
Council Member/ Board Member, Vacant

INVOCATION

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT: The public may address the Council/Board Member on items, which do not appear on the agenda. Council/Board Members may respond briefly to statements made or questions posed. They may ask a question for clarification; may refer the item to staff for further study or for placement on a future agenda. **Speakers are limited to two minutes for each person. Please state your name and address for the record prior to making a presentation. Fifteen minutes total will be allowed for any one subject.**

ADMINISTRATIVE AGENDA

1. Report, Discuss and Approve addition of two temporary staff Accountant positions, one fulltime permanent Accounts Payable Clerk, and one fulltime permanent Accounts Receivable Clerk.
2. Report, Discuss and Approve utilizing ARPA funds and hire a private firm to fill and repair potholes.
3. Report, Discuss, and Approve the Attached Various Road Design Task Orders and Resolution.
4. Report, Discussion, and Give Direction for RFQ (Request for Qualifications) for a Grant Writing Consultant.
5. Report, Discussion, and Possible Approval of Awarding Stockbridge General Contracting, Inc. in the amount of \$1,785,270.90 Base Bid for Community Garden Project.
6. Council Member Ayon requested that an item be placed on the City Council agenda for the Council to consider taking action on creating a Grant Writer position.

CLOSED SESSION

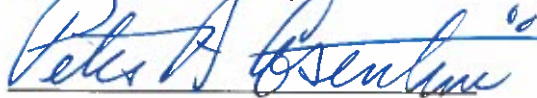
1. Public Employment (Government Code §54957) - Title: Finance Director

ADJOURNMENT

This is to certify this agenda was posted at McFarland City Hall on **March 02, 2022**.



Sarah Drake, Interim City Clerk



Peter Cosentini, Assistant City Manager

Kenneth Williams, City Manager/ Chief of Police

Next Meeting: Regular City Council **March 10, 2022**

The City of McFarland does not discriminate based on disability and complies with the provisions of the Americans with Disabilities Act (ADA). If you need special assistance to participate in this meeting, please contact the City Clerk's Office at (661) 792-3091 at least 48 hours prior to the meeting to make reasonable arrangements to ensure accessibility to this meeting.

CITY OF MCFARLAND

MEMORANDUM

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Peter Cosentini, Assistant City Manager

DATE: March 3, 2022

SUBJECT: Finance Department Staffing

Recommendation:

It is recommended that the City Council approve the attached resolution to appropriate \$107,042 from the general fund to hire one permanent full time accounts payable clerk, one permanent full time accounts receivable clerk and two temporary full time staff accountants to assist with audit related functions and accounting system support.

Discussion:

After reviewing our audit report, it has become clear that we need to add staff to the Finance Department for the proper functioning of our accounting system. Our current staffing does not allow for sufficient dedicated staffing for the accounts payable and accounts receivable functions. These functions were noted in the audit as not functioning properly. As a result, we are not able to properly track accounts receivable and accounts payable. To correct this problem, it is recommended that we create a full-time permanent accounts receivable clerk and a full-time permanent accounts payable clerk.

In addition, in talking with our auditors, approximately \$856,000 is possibly owed to the general fund from reimbursables due to grants and capital projects. We must go back and do the accounting in this area to determine the outcome. It is important to do this as soon as possible because we will not know our true fund balance in the general fund until this work is done. The auditors recommend an experienced staff accountant or CPA level to do this work. It is estimated that the work can be performed in approximately 4 months of fulltime temporary work.

As the Council is aware, we have already contracted with our auditing firm to start the next audit for fiscal year 2020-2021. It will begin shortly after the Council presentation of the 2019/2020 fiscal year audit March 10, at the Council's next meeting. Another staff accountant is necessary to assist the Finance Department to produce the various reports needed by the auditors to develop and complete the next audit. This is necessary, otherwise both the audit and the budget will be

late. Council will recall the lateness of the last budget and audit. This staffing will help with that problem. We estimate that we will need this second staff accountant between 4 to 6 months.

Fiscal Impact:

The hourly rate for the temporary staff accountant is \$44.07. The cost of one month for a temporary staff accountant would be \$7,638. We need 2 temporary staff accountants for 4 months to complete this fiscal year. The total cost for 4 months for two staff accountants for the remainder of this fiscal year is \$61,110. If we need more time next fiscal year, we will place it in the next budget.

The total annual cost of a permanent full-time accounts payable or receivable clerk is \$68,898 (salary and benefits). The cost for the 4 months remaining in this fiscal year for one of the clerks is \$22,966. The total cost for the two permanent clerks for the 4 months remaining in this fiscal year is \$45,932. Total cost of the four positions noted for the 4 months remaining in this fiscal year is \$107,042.

Attachments:

Resolution No. 2022-0009

RESOLUTION NO. 2022-0009

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND
APPROVING AN ADDITIONAL ALLOCATION OF FUNDS FROM THE GENERAL
FUND FOR THE FUNDING OF NEW POSITIONS IN THE FINANCE DEPARTMENT**

WHEREAS, the City Council of the City of McFarland has approved a fiscal year budget for 2021/2022; and

WHEREAS, the City Council believes it is necessary to increase the staffing in the finance department with the addition of a fulltime permanent accounts payable position and a fulltime permanent accounts receivable position for the proper functioning of our financial accounting systems.

WHEREAS, the City Council also believes it is necessary to increase staffing of two temporary staff accountants to assist with audit related functions.

WHEREAS, the total funds needed for this appropriation to fund the four positions described above for the four months left in this fiscal year is \$107,042.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of McFarland that it hereby finds and determines as follows:

- 1) The foregoing recitals are true and correct and incorporated herein as if set forth in full.
- 2) An additional \$107,042 shall be allocated to the budget line for the Finance Department Salary/Benefits from the City's General Fund.
- 3) The increased allocation is pro-rated based on the number of days remaining in the fiscal year.
- 4) The increased allocation shall be in full force and effect should the City approve any continuing resolutions pending approval of the 2022/2023 fiscal year budget.
- 5) The City Manager is hereby authorized and directed to increase the number personnel in the Finance Department.
- 6) The City Clerk shall certify to the passage and adoption of this resolution.
- 7) This resolution is effective immediately.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on the 3rd day of March 2022 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST:

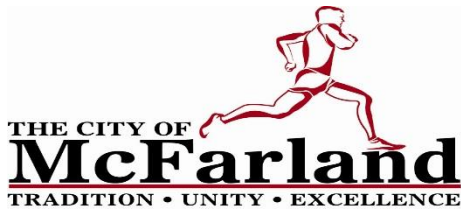
Francisca Alvarado, City Clerk

CITY OF MCFARLAND:

Sally Tafoya, Mayor

I, _____, City Clerk of the City of McFarland, California, DO HEREBY CERTIFY that the foregoing resolution is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of McFarland on the date and by the vote indicated herein.

Francisca Alvarado, City Clerk



401 W. Kern Avenue
McFarland, CA 93250
661-792-3091 Office
661-792-3093 Fax

TO: Mayor and City Council

FROM: Mario Gonzales, Public Works Director

DATE: March 3, 2022

SUBJECT: Pothole Repairs

RECOMMENDATION:

Staff recommends the City Council approve the attached quote for the City's Pothole Repairs for the City Streets.

BACKGROUND:

The scope of work would be clean targeted asphalt patch areas of loose rocks, dirt and debris. Sweep and blow areas apply SS-H1 oil to accommodate adhesion of asphalt. Import, place and compact new, hot, asphalt with steel wheel roller and fog seal patched area with SS-H1 oil.

ASPHALT Patching / Material, Crew and Equipment:

Crew 3

10-wheel truck

Utility truck with blower, brooms and compactor

Tack tanker with SS-H1 oil Trailer, roller

10 tons asphalt, 75 gallons of tack oil

Financial impact:

The financial impact would come out of ARPA funds and have no impact on the General fund.

ATTACHMENT:

1. Bowman Construction LLC
2. Kern Asphalt Paving & Sealing Co., INC
3. Resolution No- 2022-0010



Bowman Construction LLC bears no responsibility whatsoever as to any repairs that are not specified on this bid; any unforeseen damage would need to be brought to the attention of the Contract Name (Customer) and a new bid if applicable would need to be provided and approved by both parties.

THIS CONTRACT SUPERCEDES ALL PREVIOUS WRITTEN OR ORAL AGREEMENTS.

Total Bid Price: To be determined

Print Name: _____ Owner/Property Management/Contractor/Customer.

Signature: _____ Date of Acceptance: _____, 2022.

This Proposal is to be paid (30) days upon completion. Everything after (10) Ten days is late. A late payment penalty of 2% will then be applied on past due balances starting from date of invoice. If a lien is recorded due to lack of payment all lien fees and BOWMAN CONSTRUCTION LLC administrative fees will be an additional charge.

NOTICE TO OWNER Under the California Mechanics Lien Law, any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but is not paid for his/her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your contractor in full if the subcontractor, laborers, or suppliers remain unpaid. To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice." Original (or prime) contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid. (Generally, the maximum time allowed for filing a claim or lien against your property is ninety (90) days after completion of your project. Guarantee: There shall be a one (1) year guarantee on the material and all workmanship, except that as applied to cracks. The guarantee shall be limited to the replacement of the material and application of same. Any alteration or deviation from above specifications involving extra costs will be executed only upon a written change orders, and will become an additional charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond Bowman Construction's control. Owner to carry fire, tornado, and other necessary insurance.

Mario Gonzales

From: Keith Zepeda <keith@bowmancst.com>
Sent: Wednesday, February 9, 2022 5:14 PM
To: Mario Gonzales
Cc: Ron Bowman; Keith Zepeda
Subject: FW: Patch and crack fill bid for the city of McFarland
Attachments: City of McFarland seal coat and crack fill proposal.pdf

Mr. Gonzalez,

Attached, for your consideration, is the proposal for the patching and crack filling of the city streets of McFarland. The proposal is predicated upon prevailing wage and time and materials usage. If you have any questions or concerns, please contact Ron Bowman at (661) 703-4610 to discuss. Thank you for giving us the opportunity to bid for the job.

Sincerely,
Keith Zepeda

Keith Zepeda
Bowman Construction
Cell: (661) 546-5574
Office: (661) 361-7641



SBE Certified
#1189260



Proposal 95108

Estimator: Don Locey

KERN ASPHALT PAVING & SEALING CO., INC

ASPHALT PAVING, ALL TYPES OF
SEAL COATING, STRIPING,
BUMPER BLOCKS, & TRUCKING

2000 NORRIS ROAD, BAKERSFIELD, CA 93308

PHONE: 661-391-8000 FAX 661-391-8080
STATE CONTRACTORS LICENSE #812686
DIR NUMBER: 1000004530

GRADING & EXCAVATION, ROAD
OILING, CRUSHING, MILLING &
GRINDING

PROPOSAL SUBMITTED TO:

ADDRESS: City of McFarland
401 West Kern Street
McFarland, CA 93250

CONTACT: Mario

FAX:

PHONE: 661-444-0813

E-MAIL: mgonzales@mcfarlandcity.org

DATE: 2/14/2022

JOB NAME: Daily Patching Price

JOB #: 95108

JOB LOCATION:

DUE TO FLUCTUATING PRICES, PROPOSALS ARE VALID FOR 15 DAYS FROM ORIGINAL DATE. ANY CONTRACT AGREEMENTS MUST BE REVIEWED BEFORE COMMENCEMENT FOR EACH SCOPE/PHASE (IF APPLICABLE) IN CONTRACT.

Daily Patch Price Which Includes 4 Tons Of Asphalt

- *Prevailing Wage
- *Includes Minor Traffic Control - Extra Vehicle Following With Hazard Lights Only
- *Excludes Sawcutting & Removing Any Areas - This Price Is Just To Fill Pot Holes
- *Excludes Notifying Homeowners Or Placing No Parking Signs

Kern Asphalt proposes to furnish material and labor for the work subject to the terms and conditions of this proposal for the following price.

Total \$5,111.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Unless otherwise noted, this contract excludes bid bonds, surety bonds, waivers of subrogation, testing, engineering and permits, base under concrete, curb painting, utility trench patching, any other items not specifically listed in our scope of work in this proposal. (i) We are not responsible for the following: for damage to underground unforeseen utilities or buried structures, or damage done to equipment by these unforeseen items, residual cracking due to expansion and contraction of pavement, scuffing due to power steering and/or hot weather. (Longer drying times may be needed due to cold weather) (ii) Kern Asphalt does not guarantee the following: adhesion of material to badly oil soaked pavement, cracks in overlaid asphalt areas will not appear, and drainage when less than 1.5%. (iii) All vehicles and obstacles are to be removed from area, by customer, prior to Kern Asphalt's arrival. All work to be done Mon-Fri in one phase/mobilization.

Upon the customers acceptance of this proposal, and the "Additional Terms and Conditions" on Page 2, this will become the "Agreement" between the parties.

Acceptance Of The "Agreement" By Customer:

Authorized Signature by Kern Asphalt:

Print: _____ Sign: _____ Date: _____

ADDITIONAL TERMS AND CONDITIONS

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertain to structural defects must be filed within 10 years of the date of alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, PO Box 26000, Sacramento, CA 95826

1. Payment Terms/Interest. Unless otherwise provided above, payment in full is due and owing upon completion of the Work. All payments under the Agreement shall be paid in cash, or by cashier's or company check, or wire transfer made payable to Kern Asphalt. Credit terms are subject to the approval of Kern Asphalt's credit department. Any late payment will accrue interest on any unpaid amount at one and one-half percent (1.5%) per month, not to exceed the legal maximum rate allowed in California.
2. Limited Express Warranty. Subject to any disclosures, restrictions, limitations or waivers in the Agreement, Kern Asphalt warrants to customer for a period of one (1) year after the acceptance of the Work: (i) that the Work will be free from material defects not inherent in the quality required or permitted as described in the Agreement, and, (ii) that the Work shall reasonably conform with all of the requirements of the Agreement. Work not conforming to these requirements, shall be considered unacceptable and shall be corrected by Kern Asphalt in accordance with Section 2. It is agreed and understood that Kern Asphalt's correction of any Work under this warranty shall not extend or enlarge the original one (1) year warranty period. Kern Asphalt's warranty and any other responsibility under this section 2, excludes remedies for damages or defects caused by any of the following subsequent to Kern Asphalts' completion of the Work: abuse, misuse, modifications (except if performed by or on behalf of Kern Asphalt) improper or insufficient maintenance, and improper operation. It is agreed and understood that Kern Asphalts' warranty as set forth in this Section 2 or any other sections of the Agreement are void, waived and excused with respect to particular items of the work if, after completion of said Work in accordance with the Agreement, Customer fails to pay Kern Asphalt all of the Price is owed for proper performance of said items of the Work. Notwithstanding the foregoing, Kern Asphalt shall be entitled to rely upon the accuracy and completeness of all services, information, surveys, and reports furnished by customer. No Descriptions other than those in the Agreement shall be deemed a warranty by description of otherwise have any legal effect. If examples were exhibited to customer, same were for general informational purposes only and shall not be deemed a warranty by sample or model or otherwise have any legal effect. The services and goods sold are in lieu of all other warranties, express or implied, including without limitation, any warranties of merchantability.
3. Insurance. Customer shall procure general liability insurance, and also a broad form of builder's risk insurance, including course of construction, vandalism, and malicious-mischief coverage. The builder's risk insurance must be in a sum at least equal to the Price, with loss payable to Customer. Kern Asphalt shall carry general liability insurance and worker's compensation insurance for its workers in amount reasonably determined by Kern Asphalt.
4. Indemnification by the Customer. To the fullest extent permitted by law, Customer shall waive any claim against Kern Asphalt for shall waive any claim against Kern Asphalt for, and shall indemnify, hold harmless and defend Kern Asphalt and its parent, subsidiary or affiliated organizations, administrators, agents, conservators, directors, employees, guardians, executors, independent contractor, joint ventures, members, officers, partners, predecessors, representatives, servants, stockholders, successors, and all others acting for, under, or in concert with it, including associations, corporations, joint ventures, limited liability companies, and general or limited liability partnerships, past, present, and future, of and from any and all past, present, and future accounts, actions, agreements, causes of action, claims, costs and expenses (including, but not limited to, attorney's fees and disbursements), damages, debts, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, tort, or other theories of recovery provided for by the common or statutory law, ascertained or unascertained, known or unknown, patent or latent, suspected or claimed, asserted against or suffered by Kern Asphalt arising out of, concerning or related in any way to the following (i) Customer's performance of its duties, obligations and responsibilities under the Agreement; or (ii) Any material, services or acts performed at or dealing with the jobsite, not solely attributable to Kern Asphalt's performance under the Agreement.
5. Mutual Waiver of Consequential Damages. The parties each waive any claims against and liability to one other for any consequential losses or consequential damages (collectively, "consequential damages"), sustained or incurred by the waiving party, and arising out of or in any way connected with the performance of or relating to the Agreement, which are in or relating to the Agreement, which are in excess of the price under the Agreement. The forgoing waiver is intended to act as a dollar limit on each party's potential liability to the other with respect to any such consequential damages (the "consequential damages CAP"). All covered consequential damages are subject to the consequential damages CAP, regardless of the facts upon which such consequential damages are based on the legal theories asserted or involved, and whether arising from contract, warranty negligence, negligence per se, violations of law, regulatory or statutory liability, strict liability, or otherwise, and include, without limitation, damages for losses of use, profits, business, reputation, financing or any other covered consequential losses or consequential damages sustained by the waiving party in excess of the consequential damages CAP.
6. Excused performance. Kern Asphalt shall not be liable to Customer for any delay or failure in performance caused by acts beyond Kern Asphalt's reasonable control, including without limitation, acts of God, vandalism, sabotage, accidents, fires, floods, strikes, labor disputes, mechanical breakdown, shortages or delay in obtaining suitable parts or equipment, material, labor, or transportation, act of subcontractors, interruption of utility services, acts of any unit of government or any similar or dissimilar cause.
7. Waiver. No waiver of any of the provision of the Agreement shall be deemed or constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
8. Entire Agreement; Modification. The agreement ("this Proposal and the "Additional Terms and Conditions") constitute the entire agreement, contract and understanding of the parties and any and all prior agreements, contracts, covenants, negotiations, promises, representations, understandings or warranties, whether oral or written, express or implied, that relate to the goods sold are hereby terminated and canceled in their entirety and are of no further force to effect. No amendment, modification or revision of the Agreement shall be valid unless in writing and signed by all of the parties.
9. Notices. Any and all notices, demands or communication required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if served either personally or if deposited in the United States Mail, certified or registered, postage prepaid, return receipt requested. If such notice, demand, or other communication is served personally, service shall be conclusively deemed made at the time of such personal service. If such notice, demand or other communication be given by mail, service shall be conclusively deemed given forty-eight (48) hours after the deposit thereof in the United States Mail, addressed to the person to whom such notice, demand or other communication is to be given at their respective business address of addresses. Either party may change its address for the purposes of this Section 7 by giving written notice to the parties.
10. Attorney Fees. A party of parties shall bring an action or arbitration to enforce or interpret the Agreement, the prevailing party or parties in said action or arbitration shall be entitled to recover from the unsuccessful party or parties reasonable attorney's fees and disbursements incurred in the prosecution or defense of said litigation as determined by a court of competent jurisdiction or arbitrator(s).
11. Covenant of Cooperation. Each party shall execute and deliver any and all additional assurances, documents, and other papers and shall do any and all acts and things reasonably necessary in connection with the performance of their duties, obligations and responsibilities under the Agreement and to carry out the intent of the parties.
12. Governing Law; Venue. The Agreement shall be construed, enforced, and interpreted pursuant to the internal substantive law and not the law of conflicts, of the State of California, where it is to be executed and delivered. The Agreement is entered into and will be delivered in Kern County, California, and accordingly the only appropriate venue for a dispute under the Agreement is in the Kern County Superior Court, Metropolitan Division.
13. Construction; Partial Invalidity. The Agreement shall not be construed against the part drafting it but shall be construed fairly and equitably as though it was the joint product of the parties. In the Agreement, the masculine, feminine or neuter gender, the singular or plural number shall be deemed to include the other whenever the context so requires and "shall" and "agrees" are mandatory and "may" is permissive. If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
14. Assignment. Neither party shall assign, grant or otherwise convey any rights inuring to the other party, or any duties, obligations or responsibilities owed by a party to the other party pursuant to the Agreement without the prior written consent of the other party.
15. Binding Effect. The Agreement shall inure to and for the benefit of and be binding upon each party's respective parent, subsidiary or affiliates, accountants, administrators, agents assignees, attorneys, beneficiaries, conservators, directors, employees, executors, guardians, heirs, joint ventures, independent contractors, members officers, partners, predecessors, representatives, servants stockholders, successors, and all other acting for, under, or in concert with it, past, present and future.

SBE Certified
#1189260



Proposal 95108-1

Estimator: Don Locey

KERN ASPHALT PAVING & SEALING CO., INC

ASPHALT PAVING, ALL TYPES OF
SEAL COATING, STRIPING,
BUMPER BLOCKS, & TRUCKING

2000 NORRIS ROAD, BAKERSFIELD, CA 93308
PHONE: 661-391-8000 FAX 661-391-8080
STATE CONTRACTORS LICENSE #812686
DIR NUMBER: 1000004530

GRADING & EXCAVATION, ROAD
OILING, CRUSHING, MILLING &
GRINDING

PROPOSAL SUBMITTED TO:

ADDRESS: City of McFarland
401 West Kern Street
McFarland, CA 93250

CONTACT: Mario

FAX:

PHONE: 661-444-0813

E-MAIL: mgonzales@mcfarlandcity.org

DATE: 2/14/2022

JOB NAME: Daily Crackfilling Price

JOB #: 95108-1

JOB LOCATION:

DUE TO FLUCTUATING PRICES, PROPOSALS ARE VALID FOR 15 DAYS FROM ORIGINAL DATE. ANY CONTRACT AGREEMENTS MUST BE REVIEWED BEFORE COMMENCEMENT FOR EACH SCOPE/PHASE (IF APPLICABLE) IN CONTRACT.

Daily Crackfilling Price Which Includes Cleaning Cracks & 1 Pallet Of Hot Crackfiller

- *Prevailing Wage
- *Includes Minor Traffic Control - Extra Vehicle Following With Hazard Lights Only
- *Excludes Spraying Weeds & This Will Need To Be Done One Week Prior By Others
- *Excludes Notifying Homeowners Or Placing No Parking Signs

Kern Asphalt proposes to furnish material and labor for the work subject to the terms and conditions of this proposal for the following price.

Total \$11,000.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Unless otherwise noted, this contract excludes bid bonds, surety bonds, waivers of subrogation, testing, engineering and permits, base under concrete, curb painting, utility trench patching, any other items not specifically listed in our scope of work in this proposal. (i) We are not responsible for the following: for damage to underground unforeseen utilities or buried structures, or damage done to equipment by these unforeseen items, residual cracking due to expansion and contraction of pavement, scuffing due to power steering and/or hot weather. (Longer drying times may be needed due to cold weather). (ii) Kern Asphalt does not guarantee the following: adhesion of material to badly oil soaked pavement, cracks in overlaid asphalt areas will not appear, and drainage when less than 1.5%. (iii) All vehicles and obstacles are to be removed from area, by customer, prior to Kern Asphalt's arrival. All work to be done Mon-Fri in one phase/mobilization.

Upon the customers acceptance of this proposal, and the "Additional Terms and Conditions" on Page 2, this will become the "Agreement" between the parties.

Acceptance Of The "Agreement" By Customer:

Authorized Signature by Kern Asphalt:

Print: _____ Sign: _____ Date: _____

RESOLUTION NO. 2022-0010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AN ADDITIONAL ALLOCATION OF FUNDS FROM ARPA FOR THE REPAIR OF STREET POTHoles THROUGHOUT THE CITY OF MCFARLAND.

WHEREAS, the City Council of the City of McFarland has approved a fiscal year budget for 2021/2022; and

WHEREAS, the current budget does not allocate funds for Pothole repair for the McFarland City roads.

WHEREAS, an one time allocation in the amount of \$28,875.00 is needed to repair potholes thru out the city of McFarland streets.

WHEREAS, the City desires to allocate an additional \$28,875.00 to the budget line for Streets from the City's ARPA funds for to the pothole repairs thru out the city of McFarland streets purposes.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of McFarland that it hereby finds and determines as follows:

- 1) The foregoing recitals are true and correct and incorporated herein as if set forth in full.
- 2) An additional \$28,875.00 shall be allocated to the budget line for Streets from the City's ARPA funds.
- 3) The City Manager is hereby authorized and directed to increase the budget line for Streets by \$28,875.00 for the Pothole repairs throughout the city of McFarland and transfer said amount from the ARPA funds.
- 4) The City Clerk shall certify to the passage and adoption of this resolution.
- 5) This resolution is effective immediately.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on the 3rd day of March 2022 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST:

Francisca Alvarado, City Clerk

CITY OF MCFARLAND:

Sally Tafoya, Mayor

I, _____, City Clerk of the City of McFarland, California, DO HEREBY CERTIFY that the foregoing resolution is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of McFarland on the date and by the vote indicated herein.

Francisca Alvarado, City Clerk

MEMORANDUM

CITY OF McFarland

TO: Honorable Mayor and Council Members

FROM: Mario Gonzales – Public Works Director

DATE: February 24, 2022

SUBJECT: Various Road Design 2022

Discussion:

The public works department has identified various roads as needing reconstruction. These various roads exhibit a paved surface and structure that is in extremely poor condition, consisting of alligator cracking, block cracking, and numerous patches creating a hazardous surface that is well beyond its useful life.

An estimated cost for repair and design is needed to locate funding to correct the poor condition of the roads. Therefore, the city has requested task orders from BHT Engineering to complete Preliminary Engineering which includes project cost estimate and design.

Recommendation:

Public Works Director is requesting authorization to approve BHT Engineering Task Orders to commence the engineering and design phase of:

Hail lane- 3 rd to 5 th Street
Ebell - Woodruff to Mast Ave
Wiley-E. Sherwood to Roberts

Fiscal Impact:

Task Order	Funding	Total Amount
Hail lane- 3 rd to 5 th Street	SB1	\$19,745.00
Ebell - Woodruff to Mast Ave	SB1	\$33,930.00
Wiley-E. Sherwood to Roberts	SB1	\$30,910.00
		<i>Total \$84,585</i>

Attachments:

Task Orders

**TASK ORDER
FOR PRELIMINARY ENGINEERING**

HAIL LANE - 3" GRIND & OVERLAY - FROM 3RD STREET TO 5TH STREET

BHT Engineering, Inc. will perform Preliminary Engineering services as outline in the RFQ for City Engineering and Surveying Services dated December 2018, and per Engineering Services Agreement dated December 20, 2018.

SCOPE OF WORK	Estimated Hours	Rate / hr.	Total
Environmental CEQA Compliance: Prepare a Categorical Exemption and file it with the Kern County Clerk. A \$50.00 County filing fee is included.	4	\$ 125.00	\$ 500.00
Topographic Survey of Existing Site - Two Man Crew: Perform field topo survey necessary for preliminary engineering, design, cost estimates, quantity calculations	12	\$ 260.00	\$ 3,120.00
Prepare Construction Plans: Perform preliminary and final project design: demolition, asphalt improvements, cross gutters, sidewalks, ADA ramps, street striping/markings improvements, etc. Record Data/ Right of Way Investigation	70	\$ 125.00	\$ 8,750.00
Prepare Specifications: Prepare Project Specifications, Engineer's Estimate, Contract Bid Documents, etc.	30	\$ 125.00	\$ 3,750.00
Bidding and Award of Project: Coordinate with City Staff for the advertisement and award of the project. Assist City in all aspects of the bidding process: including advertise project, maintain list of bidders, respond to RFIs, prepare addendums, attend and conduct pre-bid meeting, review bid results and qualify lowest responsible bidder, and make recommendations for awarding the construction contract. The advertising costs are to be paid by the City directly to the advertising newspaper and are not included in this proposal.	20	\$ 125.00	\$ 2,500.00
Project Management/Internal Team Coordination: Internal coordination meetings to ensure team members are current in project goals and criteria, as well as apprised of any project adjustments. This task includes project setup, coordination, budget/schedule monitoring, and invoicing.	9	\$ 125.00	\$ 1,125.00

Total= \$ 19,745.00

NOTES:

***This is a non-reimbursable cost.**

*This total estimated time is considered a maximum amount based on scope of work and expected course of construction. Scope of work / course of construction changes could reflect changes in time. Additional cost of time and materials, which BHT Engineering, Inc. would work with the City.

•The work as described for this task order shall be completed by June 30, 2022. This timeline may be extended.

The signatures below shall serve as an authorization to proceed on Task Order from the City and is acknowledged by the consultant BHT Engineering, Inc.

BHT Engineering, Inc.

City of McFarland



Juan M. Pantoja, Principal Engineer

Date: 02/15/22

Mario Gonzales, Public Works Director

Date:

TASK ORDER**FOR PRELIMINARY ENGINEERING****EBELL STREET - 3" GRIND & OVERLAY - FROM WOODRUFF AVE. TO MAST AVE.**

BHT Engineering, Inc. will perform Preliminary Engineering services as outline in the RFQ for City Engineering and Surveying Services dated December 2018, and per Engineering Services Agreement dated December 20, 2018.

SCOPE OF WORK	Estimated Hours	Rate / hr.	Total
Environmental CEQA Compliance: Prepare a Categorical Exemption and file it with the Kern County Clerk. A \$50.00 County filing fee is included.	4	\$ 125.00	\$ 500.00
Topographic Survey of Existing Site - Two Man Crew: Perform field topo survey necessary for preliminary engineering, design, cost estimates, quantity calculations	18	\$ 260.00	\$ 4,680.00
Prepare Construction Plans: Perform preliminary and final project design: demolition, asphalt improvements, cross gutters, sidewalks, ADA ramps, street striping/markings improvements, etc. Record Data/ Right of Way Investigation	110	\$ 125.00	\$ 13,750.00
Prepare Specifications: Prepare Project Specifications, Engineer's Estimate, Contract Bid Documents, etc.	70	\$ 125.00	\$ 8,750.00
Bidding and Award of Project: Coordinate with City Staff for the advertisement and award of the project. Assist City in all aspects of the bidding process: including advertise project, maintain list of bidders, respond to RFIs, prepare addendums, attend and conduct pre-bid meeting, review bid results and qualify lowest responsible bidder, and make recommendations for awarding the construction contract. The advertising costs are to be paid by the City directly to the advertising newspaper and are not included in this proposal.	30	\$ 125.00	\$ 3,750.00
Project Management/Internal Team Coordination: Internal coordination meetings to ensure team members are current in project goals and criteria, as well as apprised of any project adjustments. This task includes project setup, coordination, budget/schedule monitoring, and invoicing.	20	\$ 125.00	\$ 2,500.00
Sub Total= \$ 33,930.00			
Option 1: Pavement Recommendation Report - By Subconsultant - Estimate Only	1	\$ 10,000.00	\$ 10,000.00

Total with No Soils Report= \$ 33,930.00
Total with Soils Report (Option 1)= \$ 43,930.00

NOTES:

***This is a non-reimbursable cost.**

*This total estimated time is considered a maximum amount based on scope of work and expected course of construction. Scope of work / course of construction changes could reflect changes in time. Additional cost of time and materials, which BHT Engineering, Inc. would work with the City.

*The work as described for this task order shall be completed by December 31, 2022. This timeline may be extended

The signatures below shall serve as an authorization to proceed on Task Order from the City and is acknowledged by the consultant BHT Engineering, Inc.

BHT Engineering, Inc.



Juan M. Pantoja, Principal Engineer

Date: 02/15/22

City of McFarland

Mario Gonzales, Public Works Director

Date:

TASK ORDER**FOR PRELIMINARY ENGINEERING****WILEY STREET - 3" GRIND & OVERLAY - FROM E. SHERWOOD AVE. TO ROBERTSON AVE.**

BHT Engineering, Inc. will perform Preliminary Engineering services as outline in the RFQ for City Engineering and Surveying Services dated December 2018, and per Engineering Services Agreement dated December 20, 2018.

SCOPE OF WORK	Estimated Hours	Rate / hr.	Total
Environmental CEQA Compliance: Prepare a Categorical Exemption and file it with the Kern County Clerk. A \$50.00 County filing fee is included.	4	\$ 125.00	\$ 500.00
Topographic Survey of Existing Site - Two Man Crew: Perform field topo survey necessary for preliminary engineering, design, cost estimates, quantity calculations	16	\$ 260.00	\$ 4,160.00
Prepare Construction Plans: Perform preliminary and final project design: demolition, asphalt improvements, ADA ramps, street striping/markings improvements, etc. Record Data/ Right of Way Investigation	90	\$ 125.00	\$ 11,250.00
Prepare Specifications: Prepare Project Specifications, Engineer's Estimate, Contract Bid Documents, etc.	70	\$ 125.00	\$ 8,750.00
Bidding and Award of Project: Coordinate with City Staff for the advertisement and award of the project. Assist City in all aspects of the bidding process: including advertise project, maintain list of bidders, respond to RFIs, prepare addendums, attend and conduct pre-bid meeting, review bid results and qualify lowest responsible bidder, and make recommendations for awarding the construction contract. The advertising costs are to be paid by the City directly to the advertising newspaper and are not included in this proposal.	30	\$ 125.00	\$ 3,750.00
Project Management/Internal Team Coordination: Internal coordination meetings to ensure team members are current in project goals and criteria, as well as apprised of any project adjustments. This task includes project setup, coordination, budget/schedule monitoring, and invoicing.	20	\$ 125.00	\$ 2,500.00
Sub Total=			\$ 30,910.00
Option 1: Pavement Recommendation Report - By Subconsultant -	1	\$ 10,000.00	\$ 10,000.00

Total with No Soils Report= \$ 30,910.00
Total with Soils Report (Option 1)= \$ 40,910.00

NOTES:

***This is a non-reimbursable cost.**

*This total estimated time is considered a maximum amount based on scope of work and expected course of construction. Scope of work / course of construction changes could reflect changes in time. Additional cost of time and materials, which BHT Engineering, Inc. would work with the City.

* Preliminary Biological Survey Not Included

*The work as described for this task order shall be completed by December 31, 2022. This timeline may be extended

The signatures below shall serve as an authorization to proceed on Task Order from the City and is acknowledged by the consultant BHT Engineering, Inc.

BHT Engineering, Inc.



Juan M. Pantoja, Principal Engineer

Date: 02/15/22

City of McFarland

Mario Gonzales, Public Works Director

Date:

**MEMORANDUM
CITY OF MCFARLAND**

TO: Honorable Mayor and City Council Members

FROM: Peter Consentini, Assistant City Manager
Larry A Ronk III, Interim Community Development Director

DATE: March 3, 2022

SUBJECT: Report, Discussion, and Give Direction for RFQ (Request for Qualifications) for a Grant Writing Consultant.

Background

The City is in need of a grant writer to apply for grants. At this time, our grant administrator is doing both writing and administrating which does not allow a staff member to look deeply into grants that can help the city. City staff has noticed that having a writer can benefit the city entirely in regards to items needed throughout the city in all aspects and departments.

The RFQ will give the city the ability to see who is the best qualified to be a grant writer for the city and give the city an understanding on whether its feasible to have an in-house writer or utilize an consultant. The RFQ will bring multiple agencies to the City for a possible decision to partner with one and find funding through grants.

With the retrieval of RFQs from consultants, the City will then review all and report to council for decision on which consultant works best for the city. If any fees are needed to appropriate in this years budget, staff will bring a resolution during the awarding for approval.

Recommendation:

Staff recommends City Council to give direction and have staff post a RFQ for a grant writing consultant.

Fiscal Impact:

\$200.00 – General Fund (Professional Services GL Budget)

Attachments:

None

MEMORANDUM

CITY OF MCFARLAND

TO: Honorable Mayor and Council Members

FROM: Mario Gonzales, Public Works Director
Larry A Ronk III, Interim Community Development Director

DATE: March 1, 2022

SUBJECT: McFarland Garden and Trail Improvements Project Construction Award

BACKGROUND:

On January 27, 2022, the City of McFarland received bids from five general construction contractors for construction of the McFarland Garden and Trail Improvements Project located on Industrial Avenue between East Perkins Avenue and East Sherwood Avenue. Each bid consisted of a base bid plus three additive alternate bids. The additive alternate bids were for the prefabricated restroom building, the basketball court, and the north parking lot. The Council is entitled to award the construction contract based on the scope of work for the base bid alone or may award the contract for the base bid plus any combination of additive alternates as the Council deems appropriate. As stated in the Notice to Bidders and Instructions to Bidders, the Award recommendation is to be based on the lowest responsible bidder with a responsible bid; the lowest bid is to be based on the total cost of the Base Bid items, plus all additive alternates. The bids were as follows:

Base Bid plus Add Alternates 1, 2, and 3

- | | |
|--|--|
| 1. Stockbridge General Contracting, Inc. | \$2,164,270.90 (\$1,785,270.90 Base Bid) |
| 2. DL Brown Construction, Inc. | \$2,591,303.40 (\$2,282,307.40 Base Bid) |
| 3. C.S. Legacy, Inc. | \$3,142,809.78 (\$2,595,214.94 Base Bid) |

The two other bids received were from United Field Services Corporation and from S&B Sons, Inc. Both entities submitted outdated bid forms, thereby disqualifying them as responsive bidders.

DISCUSSION:

The Engineer's estimate for the Project is \$1.573 million dollars (\$1.366 million Base Bid) making the lowest responsible and responsive bid nominally \$591,000 (\$419,000 base bid) over the Engineer's Estimate. The Engineer's estimate was established approximately 1 year ago, and construction escalation has outpaced general inflation.

RECOMMENDATION:

Staff recommends City Council to award the McFarland Garden and Trail Improvement Project to Stockbridge General Contracting, Inc. in the amount of \$1,785,270.90 Base Bid.

FISCAL IMPACT:

100 % Funded Base Bid – (Urban Greening Grant \$1,651,041.79, Park Impact Fees \$134,229.11, and Possible Future Awarding Grants \$490,000.00)

The budget of the project will cover only the base bid. All alternates will not be covered by present funding. Alternates may be approved for construction if additional grants are awarded during the construction of the project. Urban Greening Grant had funding of \$1,800,000.00 but design and staff cost has utilized \$148,958.21 and now has a balance of \$1,651,041.79. The city has applied for two grants (Clean California Grant and Land and Conservation Grant) that will cover the funding needed in the amount of \$134,229.11 that will be paid by Park Impact Fees collected in May from the new Apartments Development on Sherwood. The Clean California Grants was applied for in the amount of \$490,000.00 and the city has been selected for funding. The city is waiting for the executed agreement to utilize funding to not only cover the \$134,229.11 but to cover all alternate bids and fulfill all amenities for this project.

See attached Bid Summary, which includes the Engineer's Cost Estimate and a tally of bid prices from responsive bidders.

ATTACHMENTS:

Bid Summary
Agreement



February 1, 2022

Mr. Mario Gonzales
Public Works Director
City of McFarland
401 West Kern Avenue
McFarland, CA 93250

**Subject: McFarland Community Garden
Construction Contract Award Recommendation**

Dear Mr. Gonzales:

On January 27, 2022, the City received and opened five (5) general contract bids for construction of the cited project. Each proposal consisted of a combination of base bid plus additive alternates 1 through 3. As stated in the Notice to Bidders and Instructions to Bidders, the Award recommendation is to be based on the lowest responsible bidder with a responsible bid; the lowest bid is to be based on the total cost of the Base Bid items, plus all additive alternates. The bids were as follows:

Base Bid plus Add Alternates 1, 2, and 3

- | | |
|--|--|
| 1. Stockbridge General Contracting, Inc. | \$2,164,270.90 (\$1,785,270.90 Base Bid) |
| 2. DL Brown Construction, Inc. | \$2,591,303.40 (\$2,282,307.40 Base Bid) |
| 3. C.S. Legacy, Inc. | \$3,142,809.78 (\$2,595,214.94 Base Bid) |

The two other bids received were from United Field Services Corporation and from S&B Sons, Inc. Both entities submitted outdated bid forms, thereby disqualifying them as responsible bidders.

We have reviewed the bid submitted by Stockbridge General Contracting and find it to be complete and responsive. The Contractor holds a valid and current license, is registered with the DIR and is not barred from working on federal projects.

It is our recommendation that, pending available funds, the Council award the project to the lowest responsible bidder, Stockbridge General Contracting, Inc. in the amount of \$2,164,270.90.

Sincerely,

Greg Thompson
Senior Construction Manager

Enclosures: Bid Proposal Summary

210167/ 01;
GT/wbe

McFarland Garden Trail Project

NAME & ADDRESS OF BIDDER				Stockbridge General Contracting, Inc. 2972 Larkin Ave. Clovis, CA 93612				Unified Field Services		S & B Sons		DL Brown Construction, Inc. 3008 Antonino Ave. Bakersfield, CA 93308		C.S. Legacy Construction, Inc. 5781 Schaefer Ave. Chino, CA 91710		Engineer's Estimate	
Item	Approx Qty	Unit	Description	Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$
1.	1	L.S.	SWPPP	\$ 23,400.00	\$ 23,400.00		\$ -		\$ -	\$ 43,280.00	\$ 43,280.00	\$ 23,580.60	\$ 23,580.60	\$10,000.00	\$ 10,000.00		
2.	1	L.S.	Mobilization & Demobilization	\$ 154,500.00	\$ 154,500.00		\$ -		\$ -	\$ 59,900.00	\$ 59,900.00	\$ 224,693.31	\$ 224,693.31	\$22,500.00	\$ 22,500.00		
3.	1	L.S.	Traffic Control Plan	\$ 16,000.00	\$ 16,000.00		\$ -		\$ -	\$ 3,600.00	\$ 3,600.00	\$ 7,611.47	\$ 7,611.47	\$10,000.00	\$ 10,000.00		
4.	1	L.S.	Project Grant Signage	\$ 1,600.00	\$ 1,600.00		\$ -		\$ -	\$ 2,500.00	\$ 2,500.00	\$ 1,583.38	\$ 1,583.38	\$5,000.00	\$ 5,000.00		
5.	1	L.S.	Clearing, Grubbing, Grading, Compaction & Import	\$ 89,500.00	\$ 89,500.00		\$ -		\$ -	\$ 252,000.00	\$ 252,000.00	\$ 324,058.90	\$ 324,058.90	\$61,855.00	\$ 61,855.00		
6.	1	L.S.	Demolition	\$ 30,000.00	\$ 30,000.00		\$ -		\$ -	\$ 12,000.00	\$ 12,000.00	\$ 15,778.38	\$ 15,778.38	\$10,000.00	\$ 10,000.00		
7.	1	L.S.	Tie-in to Existing Water	\$ 20,500.00	\$ 20,500.00		\$ -		\$ -	\$ 24,786.00	\$ 24,786.00	\$ 13,492.40	\$ 13,492.40	\$13,740.00	\$ 13,740.00		
8.	1	L.S.	On-site Water System w/ Backflow Preventor	\$ 28,500.00	\$ 28,500.00		\$ -		\$ -	\$ 22,164.00	\$ 22,164.00	\$ 59,450.45	\$ 59,450.45	\$29,960.00	\$ 29,960.00		
9.	1	L.S.	Tie-in to Existing Sanitary Sewer	\$ 35,000.00	\$ 35,000.00		\$ -		\$ -	\$ 40,800.00	\$ 40,800.00	\$ 33,738.54	\$ 33,738.54	\$13,200.00	\$ 13,200.00		
10.	155	L.F.	4" Sanitary Sewer Pipe	\$ 50.00	\$ 7,750.00		\$ -		\$ -	\$ 52.00	\$ 8,060.00	\$ 316.61	\$ 49,074.55	\$26.00	\$ 4,030.00		
11.	2	EA.	Sewer Cleanouts	\$ 700.00	\$ 1,400.00		\$ -		\$ -	\$ 1,200.00	\$ 2,400.00	\$ 2,149.57	\$ 4,299.14	\$3,500.00	\$ 7,000.00		
12.	368	C.Y.	Class II Aggregate Base	\$ 75.00	\$ 27,600.00		\$ -		\$ -	\$ 232.00	\$ 85,376.00	\$ 122.15	\$ 44,951.20	\$91.50	\$ 33,672.00		
13.	462	TON	Hot Mix AC for South Lot & Trail	\$ 168.00	\$ 77,616.00		\$ -		\$ -	\$ 175.00	\$ 80,850.00	\$ 206.73	\$ 95,509.26	\$128.00	\$ 59,136.00		
14.	1	EA.	South Lot Parking Signs	\$ 500.00	\$ 500.00		\$ -		\$ -	\$ 934.00	\$ 934.00	\$ 403.32	\$ 403.32	\$800.00	\$ 800.00		
15.	1	L.S.	South Lot Pavement Markings	\$ 2,400.00	\$ 2,400.00		\$ -		\$ -	\$ 2,100.00	\$ 2,100.00	\$ 5,761.71	\$ 5,761.71	\$5,000.00	\$ 5,000.00		
16.	20	L.F.	South Lot Curb & Gutter	\$ 65.00	\$ 1,300.00		\$ -		\$ -	\$ 37.00	\$ 740.00	\$ 57.66	\$ 1,153.20	\$28.00	\$ 560.00		
17.	100	L.F.	South Lot Curb	\$ 32.00	\$ 3,200.00		\$ -		\$ -	\$ 31.20	\$ 3,120.00	\$ 43.39	\$ 4,339.00	\$25.00	\$ 2,500.00		
18.	2,539	L.F.	South Lot and Garden Mow Curb	\$ 13.80	\$ 35,038.20		\$ -		\$ -	\$ 25.00	\$ 63,475.00	\$ 19.62	\$ 49,815.18	\$20.00	\$ 50,780.00		
19.	5,540	S.F.	Concrete Walk	\$ 6.10	\$ 33,794.00		\$ -		\$ -	\$ 8.22	\$ 45,538.80	\$ 9.10	\$ 50,414.00	\$6.50	\$ 36,010.00		
20.	3,160	S.F.	Decorative Concrete Walk	\$ 17.10	\$ 54,036.00		\$ -		\$ -	\$ 22.00	\$ 69,520.00	\$ 18.29	\$ 57,796.40	\$7.50	\$ 23,700.00		
21.	1	EA.	Accessible Curb Ramp	\$ 1,600.00	\$ 1,600.00		\$ -		\$ -	\$ 1,500.00	\$ 1,500.00	\$ 6,654.83	\$ 6,654.83	\$3,500.00	\$ 3,500.00		
22.	115	L.F.	Concrete V-Gutter	\$ 43.50	\$ 5,002.50		\$ -		\$ -	\$ 38.40	\$ 4,416.00	\$ 55.29	\$ 6,358.35	\$30.00	\$ 3,450.00		
23.	1	EA.	Drive Approach	\$ 2,450.00	\$ 2,450.00		\$ -		\$ -	\$ 8,460.00	\$ 8,460.00	\$ 3,433.17	\$ 3,433.17	\$3,800.00	\$ 3,800.00		
24.	545	S.F.	Concrete Accessible Parking	\$ 8.00	\$ 4,360.00		\$ -		\$ -	\$ 17.00	\$ 9,265.00	\$ 16.26	\$ 8,861.70	\$9.85	\$ 5,368.25		
25.	2	EA.	Wheel Stops	\$ 270.00	\$ 540.00		\$ -		\$ -	\$ 333.00	\$ 666.00	\$ 86.43	\$ 172.86	\$250.00	\$ 500.00		
26.	1	L.S.	Concrete Steps	\$ 5,900.00	\$ 5,900.00		\$ -		\$ -	\$ 7,920.00	\$ 7,920.00	\$ 8,489.20	\$ 8,489.20	\$2,000.00	\$ 2,000.00		
27.	1,135	L.F.	Concrete Retaining Curb	\$ 28.00	\$ 31,780.00		\$ -		\$ -	\$ 35.00	\$ 39,725.00	\$ 40.24	\$ 45,672.40	\$32.00	\$ 36,320.00		
28.	11,230	S.F.	Decomposed Granite	\$ 2.40	\$ 26,952.00		\$ -		\$ -	\$ 6.00	\$ 67,380.00	\$ 5.71	\$ 64,123.30	\$3.00	\$ 33,690.00		
28A.	4,780	L.F.	Trail Edge Header	\$ 5.30	\$ 25,334.00		\$ -		\$ -	\$ 17.80	\$ 85,084.00	\$ 7.52	\$ 35,945.60		\$ -		
28B.	1708	L.F.	Aluminum Edge	\$ 12.40	\$ 21,179.20		\$ -		\$ -	\$ 20.40	\$ 34,843.20	\$ 13.25	\$ 22,631.00		\$ -		
29.	5400	S.F.	Decomposed Granite - Grey	\$ 2.46	\$ 13,284.00		\$ -		\$ -	\$ 6.00	\$ 32,400.00	\$ 5.61	\$ 30,294.00	\$3.00	\$ 16,200.00		
30.	1	EA.	Under Sidewalk Drain	\$ 1,400.00	\$ 1,400.00		\$ -		\$ -	\$ 3,500.00	\$ 3,500.00	\$ 7,161.44	\$ 7,161.44	\$1,300.00	\$ 1,300.00		

McFarland Garden Trail Project

NAME & ADDRESS OF BIDDER				Stockbridge General Contracting, Inc. 2972 Latkin Ave. Clovis, CA 93612				Unified Field Services				S & B Sons				DL Brown Construction, Inc. 3008 Antonino Ave. Bakersfield, CA 93308				C.S. Legacy Construction, Inc. 5781 Schaefer Ave. Chino, CA 91710				Engineer's Estimate			
Item	Approx Qty	Unit	Description	Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$						
31.	1	EA.	Under Trail Drain	\$ 2,200.00	\$ 2,200.00	\$ -	-		\$ -	\$ 1,638.00	\$ 1,638.00	\$ 1,544.46	\$ 1,544.46	\$1,800.00	\$ 1,800.00												
32.	15	EA.	Fixed Bollards	\$ 550.00	\$ 8,250.00	\$ -	-		\$ -	\$ 552.00	\$ 8,280.00	\$ 1,037.11	\$ 15,556.65	\$750.00	\$ 11,250.00												
33.	4	EA.	Removable Bollards	\$ 800.00	\$ 3,200.00	\$ -	-		\$ -	\$ 810.00	\$ 3,240.00	\$ 1,728.51	\$ 6,914.04	\$1,000.00	\$ 4,000.00												
34.	1955	L.F.	6 ft high Chainlink Fence	\$ 37.00	\$ 72,335.00	\$ -	-		\$ -	\$ 48.00	\$ 93,840.00	\$ 63.38	\$ 123,907.90	\$30.00	\$ 58,650.00												
35.	2020	L.F.	6 ft high Chainlink Fence with Slats	\$ 53.00	\$ 107,060.00	\$ -	-		\$ -	\$ 65.62	\$ 132,552.40	\$ 80.66	\$ 162,933.20	\$35.00	\$ 70,700.00												
36.	1	EA.	12 ft wide Chainlink Double Swing Gates	\$ 4,850.00	\$ 4,850.00	\$ -	-		\$ -	\$ 3,000.00	\$ 3,000.00	\$ 4,033.20	\$ 4,033.20	\$2,500.00	\$ 2,500.00												
37.	725	L.F.	6 ft high Tubular Steel Fence	\$ 150.00	\$ 108,750.00	\$ -	-		\$ -	\$ 144.00	\$ 104,400.00	\$ 155.57	\$ 112,788.25	\$65.00	\$ 47,125.00												
38.	2	EA.	12 ft wide Tubular Steel Gates	\$ 2,800.00	\$ 5,600.00	\$ -	-		\$ -	\$ 4,200.00	\$ 8,400.00	\$ 8,066.39	\$ 16,132.78	\$3,000.00	\$ 6,000.00												
39.	120	L.F.	2 feet high CMU Retaining Wall	\$ 116.00	\$ 13,920.00	\$ -	-		\$ -	\$ 182.00	\$ 21,840.00	\$ 207.01	\$ 24,841.20	\$80.00	\$ 9,600.00												
40.	180	L.F.	2'-8" high CMU Retaining Wall	\$ 137.00	\$ 24,660.00	\$ -	-		\$ -	\$ 189.60	\$ 34,128.00	\$ 218.37	\$ 39,306.60	\$85.00	\$ 15,300.00												
41.	7	EA.	6'-6" high CMU Pilasters	\$ 1,960.00	\$ 13,720.00	\$ -	-		\$ -	\$ 5,190.00	\$ 36,330.00	\$ 6,044.63	\$ 42,312.41	\$1,800.00	\$ 12,600.00												
42.	8	EA.	Park Benches	\$ 1,200.00	\$ 9,600.00	\$ -	-		\$ -	\$ 1,350.00	\$ 10,800.00	\$ 1,958.98	\$ 15,671.84	\$2,100.00	\$ 16,800.00												
43.	2	EA.	Trash Receptacles	\$ 2,675.00	\$ 5,350.00	\$ -	-		\$ -	\$ 1,305.00	\$ 2,610.00	\$ 1,498.05	\$ 2,996.10	\$1,450.00	\$ 2,900.00												
44.	3	EA.	ADA Accessible Table with Bench	\$ 1,700.00	\$ 5,100.00	\$ -	-		\$ -	\$ 1,920.00	\$ 5,760.00	\$ 2,880.85	\$ 8,642.55	\$2,530.00	\$ 7,590.00												
45.	1	EA.	ADA Accessible Drinking Fountain	\$ 8,900.00	\$ 8,900.00	\$ -	-		\$ -	\$ 7,440.00	\$ 7,440.00	\$ 4,862.83	\$ 4,862.83	\$8,400.00	\$ 8,400.00												
46.	5	EA.	Water Towers	\$ 4,450.00	\$ 22,250.00	\$ -	-		\$ -	\$ 4,875.00	\$ 24,375.00	\$ 4,207.37	\$ 21,036.85	\$3,500.00	\$ 17,500.00												
47.	1	L.S.	Concrete Monument Sign	\$ 10,500.00	\$ 10,500.00	\$ -	-		\$ -	\$ 19,354.00	\$ 19,354.00	\$ 8,076.92	\$ 8,076.92	\$10,000.00	\$ 10,000.00												
48.	2	EA.	Trail Head Signs	\$ 1,000.00	\$ 2,000.00	\$ -	-		\$ -	\$ 2,400.00	\$ 4,800.00	\$ 1,496.80	\$ 2,993.60	\$3,000.00	\$ 6,000.00												
49.	2	EA.	Sail Shade Structures	\$ 29,000.00	\$ 58,000.00	\$ -	-		\$ -	\$ 22,916.00	\$ 45,832.00	\$ 28,642.32	\$ 57,284.64	\$24,000.00	\$ 48,000.00												
50.	2	EA.	Walkway Arches	\$ 7,600.00	\$ 15,200.00	\$ -	-		\$ -	\$ 9,768.00	\$ 19,536.00	\$ 24,986.30	\$ 49,972.60	\$9,000.00	\$ 18,000.00												
51.	23	EA.	Solar Lights	\$ 8,000.00	\$ 184,000.00	\$ -	-		\$ -	\$ 8,695.00	\$ 199,985.00	\$ 7,315.06	\$ 168,246.38	\$5,000.00	\$ 115,000.00												
52.	2	EA.	Trash Enclosures	\$ 27,000.00	\$ 54,000.00	\$ -	-		\$ -	\$ 22,414.00	\$ 44,828.00	\$ 21,820.05	\$ 43,640.10	\$8,000.00	\$ 16,000.00												
53.	1	EA.	Compost Bin	\$ 25,000.00	\$ 25,000.00	\$ -	-		\$ -	\$ 20,726.00	\$ 20,726.00	\$ 25,314.54	\$ 25,314.54	\$2,000.00	\$ 2,000.00												
54.	1	L.S.	Prefabricated Storage Shed	\$ 9,500.00	\$ 9,500.00	\$ -	-		\$ -	\$ 7,500.00	\$ 7,500.00	\$ 12,627.03	\$ 12,627.03	\$6,000.00	\$ 6,000.00												
55.	185	L.F.	Raised Planters	\$ 100.00	\$ 18,500.00	\$ -	-		\$ -	\$ 110.00	\$ 20,350.00	\$ 198.01	\$ 36,631.85	\$15.00	\$ 2,775.00												
56.	1	L.S.	Irrigation System	\$ 79,000.00	\$ 79,000.00	\$ -	-		\$ -	\$ 130,000.00	\$ 130,000.00	\$ 129,062.24	\$ 129,062.24	\$102,806.25	\$ 102,806.25												
57.	1	EA.	Backflow Preventer	\$ 6,700.00	\$ 6,700.00	\$ -	-		\$ -	\$ 3,480.00	\$ 3,480.00	\$ 4,033.20	\$ 4,033.20	\$4,000.00	\$ 4,000.00												
58.	1	EA.	Irrigation Controller	\$ 4,300.00	\$ 4,300.00	\$ -	-		\$ -	\$ 3,000.00	\$ 3,000.00	\$ 3,457.02	\$ 3,457.02	\$18,500.00	\$ 18,500.00												
59.	1	L.S.	Soil Preparation	\$ 8,700.00	\$ 8,700.00	\$ -	-		\$ -	\$ 32,400.00	\$ 32,400.00	\$ 15,556.61	\$ 15,556.61	\$11,245.00	\$ 11,245.00												
60.	1	L.S.	Plans and Ground Cover	\$ 24,760.00	\$ 24,760.00	\$ -	-		\$ -	\$ 40,380.00	\$ 40,380.00	\$ 46,669.83	\$ 46,669.83	\$31,540.75	\$ 31,540.75												
61.	75	EA.	15-gallon Trees	\$ 186.00	\$ 13,950.00	\$ -	-		\$ -	\$ 288.00	\$ 21,600.00	\$ 282.32	\$ 21,174.00	\$328.00	\$ 24,600.00												

McFarland Garden Trail Project

NAME & ADDRESS OF BIDDER				Stockbridge General Contracting, Inc. 2972 Larkin Ave. Clovis, CA 93612		Unified Field Services		S & B Sons		DL Brown Construction, Inc. 3008 Antonino Ave. Bakersfield, CA 93308		C.S. Legacy Construction, Inc. 5781 Schaefer Ave. Chino, CA 91710		Engineer's Estimate	
Item	Approx Qty	Unit	Description	Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$
62.	1	L.S.	90-day Post-Installation Maintenance Period	\$ 10,000.00	\$ 10,000.00		\$ -		\$ -	\$ 3,600.00	\$ 3,600.00	\$ 11,523.41	\$ 11,523.41	\$4,152.00	\$ 4,152.00
63.	1	L.S.	Electrical Work	\$ 62,000.00	\$ 62,000.00		\$ -		\$ -	\$ 48,000.00	\$ 48,000.00	\$ 48,167.87	\$ 48,167.87	\$22,500.00	\$ 22,500.00
	1	0.1	Contingencies												\$ 124,140.53
TOTAL BID				\$	1,785,270.90		\$ -		\$ -	\$ 2,282,307.40	\$ 2,282,307.40		\$ 2,595,214.94		\$ 1,365,545.78

\$ 2,253,072.00 \$ 2,536,620.34

ADDITIVE ALTERNATE # 1															
Item	Approx Qty	Unit	Description	Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$
64.	1	L.S.	Prefabricated Restroom Building	\$ 200,000.00	\$ 200,000.00		\$ -		\$ -	\$ 205,298.00	\$ 205,298.00	\$ 218,542.22	\$ 218,542.22	\$83,000.00	\$ 83,000.00

ADDITIVE ALTERNATE # 2															
Item	Approx Qty	Unit	Description	Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$
65.	1	L.S.	Basketball Court	\$ 101,000.00	\$ 101,000.00		\$ -		\$ -	\$ 103,698.00	\$ 103,698.00	\$ 206,796.97	\$ 206,796.97	\$70,225.00	\$ 70,225.00

ADDITIVE ALTERNATE # 3															
Item	Approx Qty	Unit	Description	Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$
66.	1	L.S.	North Parking Lot	\$ 78,000.00	\$ 78,000.00		\$ -		\$ -	\$	-	\$ 122,255.65	\$ 122,255.65	\$54,419.00	\$ 54,419.00

TOTAL BID PLUS ADDITIVE ALTERNATES 1, 2, & 3				\$	2,164,270.90		\$ -		\$ -	\$ 81,934.00	\$ 2,591,303.40		\$ 3,142,809.78		\$ 1,573,189.78
--	--	--	--	----	--------------	--	------	--	------	--------------	-----------------	--	-----------------	--	-----------------



CITY OF McFARLAND

NOTICE TO BIDDERS & SPECIAL PROVISIONS

FOR

MCFARLAND COMMUNITY GARDEN AND TRAIL

CONSTRUCTION

Proposal, Contract, Specifications, and Plans

November 2021

For use in connection with Local Assistance construction projects administered under the Standard Specifications Dated 2015 and Standard Plans Dated 2015, of the California Department of Transportation, together with applicable, ADA Laws and Regulations, 2014 MUTCD Standards; and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished. THESE PLANS, NOTICE TO BIDDERS, AND SPECIAL PROVISIONS FOR MCFARLAND COMMUNITY GARDEN AND TRAIL CONSTRUCTION, DATED 11-26-2018 ARE TO BE USED FOR BIDDING.

CRITICAL DATES AND REQUIREMENTS*

Advertise:	November 16, 2021 and November 23, 2021
Pre-Bid Meeting/ Job Walk:	November 30, 2021 @ 10:00 AM at Community Center 103 W. Sherwood Ave., McFarland, CA 93250. Attendance is not mandatory
Last Day for Bid RFIs	December 9, 2021
Bids Due/Bid Opening:	December 16, 2021 @ 2:00 PM at McFarland City Hall 401 West Kern Ave. McFarland, Ca. 93250
Contractor License Requirement(s):	Class 'A' and a City Business License Completion
Proposed Council Action to Award:	January 13, 2022 City Council Meeting
Pre-Construction Meeting/ Notice to Proceed:	February 3, 2022
Construction Duration:	180 Calendar Days
Construction Start Date:	February 10, 2022
Construction End Date:	August 9, 2022
Notice of Completion Council Action:	August 25, 2022

(dates are subject to change)

TABLE OF CONTENTS

NOTICE TO BIDDERS	1
IMPORTANT SPECIAL NOTICE	3
SPECIAL PROVISIONS	4
SECTION 1. SPECIFICATIONS AND PLANS	4
1-1.01 AMENDMENTS TO THE 2015 STANDARD SPECIFICATIONS	4
1-1.02 DEFINITIONS	4
1-1.03 DESCRIPTION OF WORK	4
1-1.04 SCOPE OF WORK	4
1-1.05 CONTROL OF WORK	5
1-1.06 CONTROL OF MATERIALS	6
1-1.07 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC	7
1-1.08 PROSECUTION AND PROGRESS	10
1-1.09 MEASUREMENT AND PAYMENT	11
1-1.10 INSURANCE	12
1-1.11 ORDER OF WORK	14
1 - 1. 12 SUBMITTALS	14
1 - 1. 13 DOCUMENTATION	15
1-1.14 CONSTRUCTION STAKING	15
1-1.15 CONSTRUCTION MATERIALS TESTING	15
1-1.16 RETENTION OF FUNDS	15
1-1.14 ENGINEER'S QUANTITY ESTIMATE	16
SECTION 2. BIDDING	17
2-1.01 GENERAL	17
2-1.02 JOB SITE AND DOCUMENT EXAMINATION	17
SECTION 3. CONTRACT AWARD AND EXECUTION	18
3-1.01 GENERAL	18
SECTION 4. START OF JOB SITE ACTIVITIES, TIME, AND LIQUIDATED DAMAGES	18
SECTION 5. GENERAL	18
5-1.01 JOB SITE AND DOCUMENT EXAMINATION, CONTRACT, AND SITE OF WORK	18
5-1.02 CONTRACT BONDS (PUB CONT CODE §§ 10221 AND 10222)	19
5-1.03 LABOR NONDISCRIMINATION	19
5-1.04 PREVAILING WAGE	19
5-1.05 RECORDS	19
5-1.06 PUBLIC SAFETY	20
5-1.07 UNANTICIPATED DISCOVERY OF ASBESTOS AND HAZARDOUS SUBSTANCES	20
5-1.08 PERFORMANCE OF SUBCONTRACTORS	21
5-1.09 SUBCONTRACTING	21
5-1.10 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS	22
5-1.11 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS	22
5-1.12 PARTNERING	22
5-1.13 AREAS FOR CONTRACTOR'S USE	22
5-1.14 NOISE AND VIBRATION	22
5-1.15 GUARANTEE GENERAL	23
5-1.16 PAYMENTS	25
5-1.17 SUPPLEMENTAL PROJECT INFORMATION	25
5-1.18 TRAINING	25
SECTION 6 (BLANK)	26
SECTION 7. (BLANK)	26
SECTION 8. MATERIALS	28
8-1.01 CITY-FURNISHED MATERIALS	28
8-2.01 PORTLAND CEMENT CONCRETE	28
8-2.02 CITY'S QUALITY CONTROL PROGRAM	28
SECTION 9.(BLANK)	30
SECTION 10 TECHNICAL PROVISIONS	31
SECTION 11. (BLANK)	97
SECTION 12. WORK ZONE SAFETY AND MOBILITY	99

SECTION 13. (BLANK)99

BIDDING DOCUMENTS116

SAMPLE AGREEMENT132

PERFORMANCE BOND158

PAYMENT BOND160

WORKERS' COMPENSATION CERTIFICATE162

GUARANTEE163

CITY OF McFARLAND DEPARTMENT OF PUBLIC WORKS

NOTICE TO BIDDERS

Sealed proposals for the work shown on the PLANS entitled:

**CITY OF McFARLAND DEPARTMENT OF PUBLIC WORKS PROJECT PLANS
FOR**

McFARLAND COMMUNITY GARDEN AND TRAIL CONSTRUCTION

will be received at the Office of the City Clerk of the City of McFarland 401 West Kern Ave., McFarland, CA 93250. California, until **2:00 PM on December 16, 2021**, at which time they will be transported to and publicly opened at the McFarland Community Center and read.

Proposal forms for this work are entitled:

CITY OF McFARLAND

NOTICE TO BIDDERS & SPECIAL PROVISIONS

McFARLAND COMMUNITY GARDEN AND TRAIL CONSTRUCTION

General Work Description:

The work to be done consists in general of, but is not limited to:

The construction of a City park, on five acres of land, consisting of public street improvements, a public restroom, sidewalks, park lighting, picnic tables, drinking fountains, a volleyball court, a soccer field with lighting, a softball diamond with lighting, a basketball court with lighting, a children's play structure, installation of City provided exercise stations, a shade structure, parking lot improvements with lighting, water system improvements, sewer improvements, electrical controls and associated sub-structure, site cleanup, including incidental and associated work necessary to complete the project in whole.

Bid alternates are specified for the street improvements, the public restroom, lighting for the soccer field, lighting for the softball field, the shade canopy, the parking lot, and the volleyball court. As outlined in Section 3, the City Council shall have full discretion as to the number of bid alternates awarded, if any, based on project funding.

All work shall be performed in accordance with the Standard Specifications, the Standard Plans, the Project Plans and these Special Provisions.

A pre-bid conference is scheduled for **November 30, 2021** at 10:00 AM, at McFarland, Community Center, 103 West Sherwood Ave., McFarland, California. This meeting is to inform bidders of project requirements and subcontractors of subcontracting and material supply opportunities. Bidder's attendance at this meeting will not be mandatory.

Bids are required for the entire work described herein. Bids will be compared on the basis of the Total Bid, including alternates, in the Bid Schedule.

Bids **must** be submitted on the Bid Proposal form provided by the City of McFarland. Each bid must be accompanied by one of the following forms of bidder's security equal to at least ten percent (10%) of the bid amount: (1) cash; (2) a cashier's check made payable to the City of McFarland; (3) a certified check made payable to the City of McFarland; or (4) a bidder's bond signed by a surety insurer who is licensed in California, made payable to the City of McFarland. Each bidder must be a licensed contractor as required by law at the time the contract is awarded. The bidder who is awarded the project contract will be allowed pursuant to Public Contract Code Section 22300 to substitute securities for the payment of funds withheld under the contract. In addition, the successful bidder must furnish: (1) a faithful performance bond in the amount of one hundred percent (100%) of the contract price; and (2) a payment bond (also referred to as a labor and material bond) in the amount of one hundred percent (100%) of the contract price. All bonds must be in a form approved by the City of McFarland and must conform to California law (see Code of Civil Procedure section 995.010 et seq.). All documents submitted in compliance with the requirements of this bid package and

the contract must be reproducible by both scanning and photocopying methods. The City hereby invokes its protest right under California Code of Civil Procedure 995.660 for any proposed surety bond submitted in satisfaction of the requirements of this agreement if the submitted bond is not issued by an admitted surety rated A-, VII or better by Best's Rating Service.

The contractor shall possess a City Business License and a **Class A** license at the time this contract is awarded.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions, submitted after bid opening, will not be treated as a bid protest. Technical questions should be directed to the Director of Public Works, telephone (661) 792-3091.

PLANS, specifications and bid documents may be obtained at www.mcfarlandcity.org. No Fee Required

CITY OF McFARLAND
City Hall
401 West Kern Ave. McFarland, CA 93250
(661) 792-3092

The City of McFarland affirms that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at City of McFarland City Hall, 401 W. Kern Street, McFarland, California, and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Eastern Time, Telephone No. 1-800-424- 9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline " to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

CITY OF McFARLAND, CITY CLERK DATED

PUBLISH: *Bakersfield Californian*

IMPORTANT SPECIAL NOTICE

-
- Attention is directed to Section 5-1.17 “Supplemental Project Information,” of these Special Provisions, regarding project requirements.

CITY OF McFARLAND DEPARTMENT OF PUBLIC WORKS
SPECIAL PROVISIONS

SECTION 1. SPECIFICATIONS AND PLANS

The work embraced herein shall be done in accordance with the Standard Specifications Dated 2015, and the Standard Plans Dated 2015, of the Department of Transportation, Manual of Urban Traffic Control Devices Dated 2012, and the American Disabilities Act (ADA) insofar as the same may apply and these Special Provisions. In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of the conflicting portions.

1-1.01 AMENDMENTS TO THE 2015 STANDARD SPECIFICATIONS

Amendments to the Standard Specifications set forth in these Special Provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 2-1.07 "Job Site and Document Examination", of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the Special Provisions, the text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

The amendments that apply to this project are dated: **July 21, 2017**

A copy of the current amendments is available at <http://www.dot.ca.gov/hq/esc/oe/standards.php>. or by contacting the City Public Works Department at (661) 543-7818.

1-1.02 DEFINITIONS

ADA: Americans with Disabilities Act

Department of Transportation: City Council of the City of McFarland, State of California.

Engineer: The Director of Public Works employed by the City of McFarland, State of California, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Laboratory: The laboratories authorized by the Engineer to test materials and work involved in the contract. State: The City of McFarland

Transportation Building - Sacramento: City Hall, City of McFarland, State of California.

Standard Specifications: The 2015 edition of the Standard Specifications of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, office, or officer shall be interpreted to refer to the City or its corresponding agency, office, or officer acting under this contract.

1-1.03 DESCRIPTION OF WORK

The work to be done consists in general of, but is not limited to:

The construction of a City park, on two acres of land, consisting of public street improvements, a public restroom, walkways, park lighting, picnic tables, drinking fountains, a basketball court, two shade structures, garden plot areas, parking lot improvements, water system improvements, sewer improvements, electrical controls and associated sub-structure, site cleanup, including incidental and associated work necessary to complete the project in whole, all as required by the Standard Specifications, the Standard Plans, the Project Plans and these Special Provisions.

1-1.04 SCOPE OF WORK

(a) **WORK TO BE DONE.** The work to be done consists of furnishing all labor, materials, methods and processes, implements, tools and machinery, except as otherwise specified, which are necessary and required to construct and put in complete order for use in the proposed improvements designated in the Contract, and to leave the grounds in a neat condition.

(b) ALTERATION. By mutual consent in writing of the parties signatory to the Contract, alterations or deviation, increases or decreases, additions or omissions, in the plans and specifications, may be made and the same shall in no way affect or make void the Contract. The City reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work as may be deemed necessary or expedient by the Engineer.

(c) EXTRA WORK. New and unforeseen work will be classed as extra work when such work cannot be covered by any of the various items or combination of items for which there is a bid price.

The Contractor shall do no extra work except upon written order from the Engineer. For such extra work the Contractor shall receive payment as previously agreed upon in writing, or he shall be paid on force account.

(d) REMOVAL OF OBSTRUCTIONS. The Contractor shall remove and dispose of all structures, debris, or other obstructions of any character of the construction of the street or road, if and as required by the Engineer.

The Contractor shall remove and dispose of all trees, bushes posts and deleterious materials designated by the Engineer as obstructions to the proper completion of the work.

The removing and disposing of all obstructions to the prosecution of the Contract, unless otherwise specified, shall be considered as included in the various items of Contract work and no additional compensation will be allowed therefore.

(e) ROADWAY FINISHING. Contractor shall do minor grading to back edges of roadway and minor and reinforced concrete to eliminate vertical separation and improve roadside drainage by creating shallow swales for transportation of storm runoff. Upon completion, and before making application for acceptance of the work, the Contractor shall clean the street or road, borrow pits, and all ground occupied by him in connection with the work; remove all rubbish, excess materials, temporary structures, and equipment; and all parts of the work shall be left in a neat and presentable condition.

1-1.05 CONTROL OF WORK

Attention is directed to Section 5 of the Standard Specifications.

(a) ENGINEER. The Engineer shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; any questions which arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Contract on the part of the Contractor; and all questions as to claims and compensation.

The Engineer's decision shall be final, he shall have executive authority to enforce and make effective such decisions, and orders as the Contractor fails to carry out promptly.

(b) PLANS. All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made of any plan or drawing after the Engineer has approved the same, except by direction of the Engineer.

Working drawings or plans for any structure not included in the plans furnished by the Engineer shall be approved by the Engineer before and work involving these plans shall be performed, unless approval is waived in writing by the Engineer.

It is mutually agreed, however, that the approval by the Engineer of the Contractor's working plan does not relieve the Contractor of any responsibility for accuracy of dimensions and details, and that the Contractor shall be responsible for agreement and conformity of this working plans with the approved plans and specifications.

(c) CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS. Finished surfaces in all cases shall conform to the lines, grades, cross-sections, and dimensions shown on the approved plans. Deviations from the approved plans, as may be required by the exigencies of construction will be determined in all cases by the Engineer and authorized in writing.

(d) COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS. These specifications, the plans, Special Provisions, and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be cooperative, to describe, and to provide for a complete work. Standard Plans shall govern over Standard Specifications: Special Provisions shall govern over both Standard Specifications and Standard Plans. Special Provisions shall govern over Project Plans. City specifications shall govern over State Standard Specifications.

(e) **INTERPRETATION OF PLANS AND SPECIFICATIONS.** Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in these specifications, plans, and the Special Provisions, the Contractor shall apply to the Engineer for such explanation or interpretation as part of the Contract, so far as may be consistent with the intent of the original specifications. In the event of doubt or questions relative to the true meaning of the specifications, reference shall be made to the City Council, whose decision there on shall be final. **In the event of any discrepancy between any drawings and the figures written thereon, the figures shall be taken as correct.**

(f) **SUPERINTENDENCE.** Whenever the Contractor is not present on any part of the work where it may be desired to give direction, orders will be given by the Engineer in writing and shall be received and obeyed by the superintendent or foreman in charge of the particular work in reference to which orders are given.

(g) **LINES AND GRADES.** All distances and measurements are given and will be made in a horizontal plane. Grades are given from the top of stakes or nails, unless otherwise noted on the plans.

Three consecutive points shown on the same rate of slope must be used in common, in order to detect any variation from a straight grade, and in case any such discrepancy exists, it must be reported to the Engineer. If such a discrepancy is not reported to the Engineer, the Contractor shall be responsible for any error in the finished work.

Three consecutive points shown on the same alignment must be used in common, in order to detect any variation from a straight line or curvature, and in case any such discrepancy exists, it must be reported to the Engineer. If such a discrepancy is not reported to the Engineer, the Contractor shall be responsible for any error in the finished work.

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

(h) **INSPECTION.** The Engineer shall at all times have access to the work during construction, and shall be furnished with every reasonable facility to ascertain full knowledge in regards to the progress, workmanship, and character of materials used and employed in the work.

Whenever the Contractor varies the period during which work is carried on each day, he shall give due notice to the Engineer, so that proper inspections may be provided. Any work done in the absence of the Engineer will be subject to rejection. The Contractor shall be required to pay overtime rates for inspection outside of normal working hours or on weekends. Compensation for inspection overtime shall be deducted from the contractor's retention payment.

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

Projects financed in whole or in part with State, Federal or other funding agencies, shall be subject to inspection at all times by the Engineer, or his agents, and representatives of the funding agency.

(i) **REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK.** All work which is defective in its construction or deficient in any of the requirements of these specifications shall be remedied, or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such corrections.

(j) **FINAL INSPECTION.** When the work specified by this contract has been completed, the contractor shall inform the Engineer. A final inspection shall then be made. If all work has been completed satisfactorily the Engineer shall notify the City Council and the City Council shall cause a "NOTICE OF COMPLETION" to be filed and recorded with the Kern County Recorder.

1-1.06 CONTROL OF MATERIALS

Attention is directed to Section 6 of the Standard Specifications.

Any work done beyond the lines and grades shown on the plans or established by the Engineer, or any extra work done without written authority, will be considered as unauthorized and will not be paid for.

Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this Article, the Engineer shall have the authority to cause defective work to be remedied, or removed and replaced,

and unauthorized work to be removed, and to deduct the costs thereof from any moneys due or to become due the Contractor.

(a) **SAMPLES AND TESTS.** At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work, for testing or examination as desired by the Engineer.

All tests of materials furnished by the Contractor shall be made in accordance with commonly recognized standards of national organizations, and such special methods and tests as are prescribed in the specifications.

The Contractor shall furnish such samples of materials as are requested by the Engineer, without charge. No material shall be used until the Engineer has approved it. Samples will be secured and tested whenever necessary to determine the quality of materials.

(b) **MATERIALS.** All materials, noting manufacturer and model numbers, as specified within the Technical Provisions shall be deemed as a minimum requirement for the project. The use of manufacturers and models not specified therein, shall only be allowed upon the written approval of the owner and the engineer.

(c) **DEFECTIVE MATERIALS.** All materials not conforming to the requirements of these specifications shall be considered as defective, and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work unless otherwise permitted by the Engineer. No rejected material, the defects of which have been subsequently corrected, shall be used until approved in writing by the Engineer.

Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this article, the Engineer shall have authority to remove and replace defective material and deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

1-1.07 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Attention is directed to Section 7 of the Standard Specifications.

(a) **LAWS TO BE OBSERVED.** The Contractor shall keep himself fully informed of all existing and future county, State and National laws and all municipal ordinances and regulations of the City which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

(b) **HOURS OF LABOR.** The Contractor shall forfeit, as penalty to the City, twenty-five dollars (\$25.00) for each laborer, workman or mechanic employed in the execution of the Contract by him, or by any subcontractor under him, upon any of the work here-in- before mentioned, for each calendar day during which said laborer, workman, or mechanic is required or permitted to labor in violation of the provisions of Section 1810 to Section 1815, inclusive, of the Labor Code.

(c) The Contractor shall comply with Section 6705 of the Labor Code that provides that the Contractor's responsibility shall be as follows:

If the Contract price for the project includes an expenditure in excess of twenty-five thousand dollars (\$25,000) for excavation of any trench or trenches five feet or more in depth, the Contractor or his subcontractor shall not begin any trench excavation unless a detailed plan, showing the design of shoring, bracing, sloping or other provisions to be made for worker protection during the excavation of the trench, has been submitted by the Contractor to the Engineer and the detailed plan has been approved by the Engineer.

If such plan varies from the shoring system standards established by the construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered Civil or Structural Engineer.

Nothing in this section shall be deemed to allow the use of shoring, sloping, or protective system less effective than that required by the Construction Safety Orders of the Division of Industrial Safety.

Nothing in this section shall be construed to impose tort liability on the City, or any of the City employees, State of California, Engineer, or any of the Engineer's authorized representatives or any employee thereof.

The terms "public works" and "awarding body," as used in this section, shall have the same meaning as in Labor Code Sections 1720 and 1722 respectively.

(d) **EQUAL EMPLOYMENT OPPORTUNITY.** The contractor is required to have an E.E.O. policy that prohibits discrimination and provides for affirmative action in employment practices. The Contractor shall adopt the following statement as his operating policy:

1. It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment without regard to their, Race, religion, sex, color, nation origin, age or disability. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on the job training. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order No. 11246 as amended by Executive Order 11373, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor is required to have a designated EEO officer who has the responsibility and authority to administer the contractor's EEO policy.
6. All of the contractor's employees who have an active role in hiring, supervision, or advancement of employees are required to be aware of and implement the contractor's EEO policy. In addition it is required that employees, including applicants and potential employees, be informed of the contractor's EEO policy through posted notices, posters, handbooks, and employee meetings.
7. The contractor shall not discriminate in his recruitment practices and should make an effort to identify sources of potential minority and women employees.
8. The Contractor is required to periodically review the project sites, wages, personnel actions, etc., for evidence of discriminatory treatment. The contractor is to promptly investigate all alleged discrimination complaints.
9. The contractor is required to advise employees and applicants of training programs available and to assist in the improvement of the skills of minorities, women, and applicants, through such programs.
10. The contractor is not, and cannot be, required to hire Union employees; however, if the contractor relies on unions as a source of employees, the contractor is encouraged to obtain cooperation with the unions to increase opportunities for minorities and women. The contractor should use his best efforts to incorporate an EEO clause into Union Agreements.
11. The contractor's EEO policy also pertains to his selection of subcontractors, including material suppliers an equipment leasing companies. Contractors are encouraged to use the Disadvantaged Business Enterprise's (DBE's) or other subcontractors that employ minorities and women. Furthermore, contractors are required to exercise their best efforts to ensure that subcontractors comply with the EEO requirements.
12. Records that document compliance with the EEO policy are to be prepared and retained by the contractor for a period of three (3) years after project completion. These records should include the numbers of minority, women, and non-minority employees in each work classification on the project; and the progress and effort being made to increase the employment opportunities for minorities and women.

The contractor is required to submit an annual EEO report to the State Highway Authority each July, for the duration of the project. If the project contains on-the-job training (OJT), this information is also required to be collected and reported.
13. The contractor shall issue copies of all EEO policy documentation, pertaining to this contract project, to the Engineer prior to issuance of the "NOTICE OF COMPLETION". Non-Compliance with the EEO Specifications may be considered a breach of contract for which payment may be withheld or the contract canceled. The State Compliance staff may conduct interviews and make non-compliance determinations. In addition, reviews by the Office of Federal Contract Compliance Programs (OFCCP), may affect the contractors eligibility to participate in Federal-Aid Programs.

(e) **NONSEGREGATED FACILITIES.** The intent of this provision, also derived from Title VI, is to ensure that past

discriminatory practices of providing segregated facilities or prohibiting minority's access to facilities are eliminated.

Ⓣ PREVAILING WAGE. The Contractor shall, as a penalty to the City, forfeit twenty-five Dollars (\$25.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed under this Contract or by any subcontractor under him, in violation of the provisions of Section 1770 to Section 1780, inclusive of Labor Code.

The contractor shall submit weekly-certified payroll reports to the Engineer. The contractor is also responsible for all subcontractors' weekly-certified payroll reports and shall submit copies of those reports to the Engineer. All reports shall be verified for accuracy as to hours worked, classification, wage rate, per Diem wages. Discrepancies shall be brought to the attention of the contractor for correction. Failure of the contractor to provide weekly-certified payroll records for his employees, Certified Payroll records of subcontractors shall be considered a breach of contract for which payment may be withheld or the contract canceled. The State Compliance staff may conduct interviews and make non-compliance determinations. In addition, reviews by the Office of Federal Contract Compliance Programs (OFCCP), may affect the contractors eligibility to participate in Federal-Aid Programs.

Copies of the prevailing rate or per diem wages, for each craft, classification of type of workman needed to execute the Contract, are on file in the Office of the Engineer and shall be made available to any interested party on request.

Ⓣ APPRENTICES. All Contractors and subcontractors shall comply with the provisions of the California Labor Code Sections 1777.5, 1777.6,*1777.7 relating to the employment of apprentices, per Section 7-1.02K (4) of the Standard Specifications.

Ⓣ REGISTRATION OF CONTRACTORS. Before submitting bids, Contractors shall be licensed in accordance with the provisions of Section 7055 of the Business & Professions Code.

Ⓣ PERMITS AND LICENSES. The Contractor shall procure all permits and licenses, including a City Business License for the general and any subcontractors, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Ⓣ PATENTS. The Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work.

Ⓣ PUBLIC CONVENIENCE AND SAFETY. The Contractor shall so conduct his operations as to cause the least possible obstruction and inconvenience to public traffic. Unless other existing streets are stipulated in the Special Provisions to be used as detours, all traffic shall be permitted to pass through the work site. Construction area signs shall be provided in accordance with Section 12 of the Standard Specifications.

Residents and commercial businesses and churches along the road or street shall be provided passage as far as practicable. Convenient access to driveways, houses parking lots, parking areas, and buildings along the road or street shall be maintained and temporary crossings shall be provided and maintained in good condition. No driveway, avenue, street or road shall be closed at any time unless authorized by the Engineer.

The Contractor shall furnish, erect, and maintain such fences, barriers, lights, and signs as are necessary to give adequate warning to the public at all times that the improvement is under construction and of any dangerous condition to be encountered as a result thereof, and he shall also erect and maintain such warnings as directional signs as may be furnished by the City. Contractor shall place temporary oil-sand ramps and Kraft Paper at the intersection of all cross streets and header cuts produced by cold plane operations, where vertical separation of pavements exceeds (1"). Ramps are to be at least 3 feet long for every 1" of vertical separation.

Full compensation for conforming to the provisions of this Section 5 (k) shall be considered as included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefore.

ACCIDENT PREVENTION:

1. The provisions of this section require the contractor to comply with all applicable Federal, State, and local laws governing safety, health, and sanitation. The contractor is required to provide all safeguard's, safety devices, and protective equipment, and is required to take such actions as are deemed necessary, to protect the life and health of employees and the safety of the public and property.
2. Furthermore the contractor and subcontractor may not require or permit a laborer or mechanic to perform work under conditions, which are unsanitary, hazardous, or dangerous to health or safety as determined by construction safety standards.
3. This section specifically sets forth the right of entry of Department of Labor representatives to any site of contract performance for the inspection or investigation of compliance with OSHA standards.

Ⓣ FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS. This specifically provides that "willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal Law" and requires that the "False Statements" poster. Form FHWA-1022, shall be posted on the project.

(m) **RESPONSIBILITY FOR DAMAGE.** The City, the City Council, or the Engineer or his representatives shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any material or equipment used in performing the work, or for injury or damage to any person or persons, either workmen or the public; or for damage to adjoining property caused by the negligence of Contractor or one of his subcontractors during the progress of the work at any time before final acceptance.

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its elected officials, consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect, or consequential (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from performance of the work, but not from the sole negligence or willful misconduct of the City; provided, that any such claim damage, loss or expense (a) is attributable to bodily injury, sickness, disease, or death or injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether a party indemnified hereunder or arises by or imposed by law regardless of the negligence of any such party.

(n) **CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until the formal acceptance of the work by the Engineer, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by and of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by acts of the Federal Government or the public enemy.

(o) **NO PERSONAL LIABILITY.** Neither the City Council, the Engineer, nor any other officer or authorized assistant or agent shall be personally responsible for any liability arising under the Contract.

(p) **RESPONSIBILITY OF CITY.** The City shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in these specifications.

1-1.08 PROSECUTION AND PROGRESS

(a) **SUBLETTING AND ASSIGNMENT.** The Contractor shall give his personal attention to the fulfillment of the Contract and shall keep the work under his control.

Subcontractors will not be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, and their work shall be subject to the provisions of the Contract and specifications. Where a portion of the work sublet by the Contractor is not being prosecuted in a manner satisfactory to the Engineer, the subcontractor shall be removed immediately on the requisition of the Engineer and shall not be employed on the work.

(b) The Contractor shall diligently prosecute the work to completion before the expiration of **180 calendar days.**

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

(d) **TIME OF COMPLETION AND LIQUIDATED DAMAGES.** It is agreed by the parties to the Contract that in case all the work called for under the Contract is not completed before or upon the expiration of the time limit as set forth in these specifications, damage will be sustained by the City, and that it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay, and it is therefore agreed that the Contractor will pay to the City in the sum of **One Thousand Dollars (\$1,000.00) per day** for each and every day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City may deduct the amount thereof from any money due or that may become due the Contractor under the Contract.

It is further agreed that in case the work called for under the Contract is not finished and completed in all parts and requirements within the time specified the City Council shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the Contract, it shall further have the right to charge to the Contractor, his heirs assigns or sureties, and to deduct from the final payment for the work all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendent, 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.

The Contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any

delay in the completion of work caused by acts of God or of the public enemy, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided that the Contractor shall within ten days from the beginning of any such delay, notify the Engineer in writing of the causes of delay, who shall ascertain the facts and the extent of the delay, and his findings of the facts thereon shall be final and conclusive.

In accordance with the provisions of Section 4215 of the California Government Code, the City shall assume the responsibility, between the parties to this Contract for the timely removal, relocation, and protection of existing main or trunk line utility and/or pipeline facilities located on the work site, if such facilities are not identified by the City in the plans and specifications made a part of these Contract documents. The City will not assess liquidated damages for delay in completion of the work, when such delay was caused by the failure of the City to provide for removal or relocation of such facilities. However, nothing herein shall be deemed to require the City to indicate the presence of existing service laterals or appurtenances whenever the presence of such facilities on the site of the work that can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes.

(e) **SUSPENSION OF CONTRACT.** If at any time in the opinion of the City Council, the Contractor has failed to supply an adequate working force, or material of proper quality or has failed in any other respect to prosecute the work with the diligence and force specified an intended and by the terms of the Contract, as directed by the Engineer, within the time specified in such notice, the City Council in any such case shall have the power to suspend the operation of the Contract. Upon receiving notice of such suspension, the Contractor's control shall terminate, and thereupon the City Council, or its duly authorized representative, may take possession of all or any part of the Contractor's materials, tools, equipment, and appliances upon the premises, and use the same for the purpose of completing said Contract, and hire such force and buy or rent such additional machinery, tools, appliances and equipment, and buy such additional materials and supplies at the Contractor's expense as may be necessary for the proper conduct of the work and for the completion thereof; or may employ other parties to carry the Contract to completion, employ the necessary workmen, substitute other machinery or materials, and purchase the materials contracted for, in such manner as the City Council may deem proper; or the City Council may annul and cancel the Contract and re-let the work or any part thereof. Any excess of cost arising there from over and above the Contract price will be charged against the Contractor and his sureties, who will be liable therefore. In the event of such suspension, all money due the Contractor or retained under the terms of the Contract shall be forfeited to the City; but such forfeiture will not release the Contractor or his sureties from liability or failure to fulfill the Contract. The Contractor and his sureties will be credited with the amount of money so forfeited toward any excess of cost over and above the Contract price, arising from the suspension of the operations of the Contract and the completion of the work by the City as above provided, and the Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

In the determination of the question whether there has been any such non-compliance with the Contract as to warrant the suspension or annulment thereof, the decision of the City Council shall be binding on all parties to the Contract.

(f) **RIGHT OF WAY.** The City will provide the right of way for the work to be constructed. The Contractor shall make his own arrangements, and pay all expenses for additional area required by him outside of the limits of right of way unless otherwise provided in the Special Provisions. The contractor shall, if additional area for storage of equipment and materials outside of the right of way is required, obtain written permission from the property owner. A copy of that written permission shall be submitted to the Engineer.

1-1.09 MEASUREMENT AND PAYMENT

(a) **EXTRA AND FORCE ACCOUNT WORK.** Extra work as herein before defined, when ordered and accepted, shall be paid for under a written work order in accordance with the terms therein provided. Payment for extra work will be made at the unit price or lump sum previously agreed upon by the Contractor and the Engineer, or by force account.

If the work is done on force account, the Contractor shall receive the actual cost of all material furnished by him as shown by his paid vouchers, plus 15 percent markup. For all equipment and terms that are necessary he shall receive the current prices in the locality, which shall have been previously determined and agreed to in writing by the Engineer and by the Contractor plus 15 percent markup. However, that the City reserves the right to furnish such materials required as it deems expedient, and the Contractor shall have no claim for profit on the cost of such materials. The price paid for labor shall include all payments imposed by State and Federal laws and for all payments made to, or on behalf of, the workmen, in addition to actual wages plus 35 percent markup.

All extra work and force account shall be adjusted daily upon report sheets, prepared by the Contractor, submitted to the Engineer, and signed by both parties, which daily reports shall thereafter be considered the true record of extra work or force account work done.

In the event that the Contractor does not submit the required extra work daily report sheet to the Engineer on the day the extra work was performed, the Contractor shall submit said report within 15 days after the work was performed. (15-day period does not include holidays, or weekends). If the Engineer has not received said report within the specified 15 day time period, no compensation for the extra work / force account, shall be allowed, except by approval of the Engineer, and the City Council of the City.

(b) MEASUREMENT AND PAYMENT. Attention is directed to Section 9 "Measurement and Payment" of the Standard Specifications and these Special Provisions.

Except for Final Pay Quantities, where a quantity for any item of work is shown on the Bid Schedule, the quantity for that item of work shall be considered to be an estimate for bid tabulation, comparison, evaluation and Contract Award purposes only. The quantity used for item payment purposes shall be based upon the actual quantity from the details and dimensions as ordered by the Engineer and as measured (confirmed) by the Engineer during construction for each item of work in the field, and no additional allowance will be made therefor.

(c) PARTIAL PAYMENTS. The City, once each month, shall cause to be prepared a Progress Pay Estimate. The Estimate shall include the total value of the work done to date.

The City shall retain five percent (5%) of the amount of the Estimate and, after deducting all previous payments and all other sums to be kept or retained under the provisions of this Contract, pay to the Contractor the balance due. After the Contractor's pay request has been approved by the City, payment will normally be made shortly after the third Tuesday of the following month.

(d) FINAL PAYMENT. The Engineer shall, after completion of work, make a Final Estimate of the amount payable to the Contractor, including an itemization, segregated as to Contract item quantities, extra work and any other basis for payment. The City shall retain five percent (5%) of the amount of this Final Estimate.

(e) RETENTION PAYMENT. The retention payment shall be due and payable thirty five (35) days from the date the "NOTICE OF COMPLETION" is recorded at the County Recorder's Office, provided no claims are filed against the project.

It is mutually agreed between the parties to the Contract that no certificate given or payments made under Contract, except the final certificate or retention payment, shall be conclusive evidence of the performance of the Contract, either wholly or in part, against any claim of the party of the first part, and no payment shall be construed to be an acceptance of any defective work or improper materials.

And the Contractor further agrees that the payment of the final amount due under the Contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the City, the City Council, and the Engineer from any and all claims of liability on account of work performed under the Contract or any alteration thereof.

(f) SUBSTITUTION OF SECURITIES. Whenever herein provision is made for withholding or retention of moneys to ensure performance, substitution of an equivalent amount (value) of securities shall be permitted in accordance with the provisions and requirements of Government Code Section 4590.

1-1.10 INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Offices form No. G1 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("Occurrence" form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, Code 1 "any auto" and endorsement CA 0025.
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability Insurance.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

C. Deductibles and Self-Insured Retention

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

D. Other Insurance Provisions

1. General Liability and Automobile Liability Coverage

- a. The City, its officers, officials, employees, *consultants* and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
- b. The Contractor's insurance coverage shall be primary insurance that respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employers Liability Coverage – The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees, *consultants* and volunteers for losses arising from work performed by the Contractor for the City.

3. Additional Insured – The Contractor shall indemnify, hold harmless and defend, McFarland Unified School District (MUSD), its officers, employees, trustees, volunteers and agents, from any and all liability, losses, fines, penalties, forfeiture costs (including attorney's fees and litigation expense) and damages (whether in tort, contract or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the parties or any other person, and from any and all claims, demands and actions, in law or equity, arising or alleged to have arisen directly or indirectly out of the MUSD its officers, directors, employees and agents performance during the terms of this agreement. The contractor shall provide an Insurance Policy Certificate with the appropriate endorsements conforming to this article and naming MUSD as additional insured.

4. All Coverage – All Insurance Policy Certificates shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after ten (10) days' prior written notice, Certified Mail Return Receipt Requested, has been given to the City prior to cancellation of this policy for nonpayment of premium and thirty (30) days' written notice, Certified Mail Return Receipt Requested, has been given to the City prior to cancellation of this policy for any other reason.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than **A-:VII.**

F. Verification of Coverage

Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be wet signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the City and are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. Subcontractors

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

H. Workers' Compensation

In accordance with the provisions of Section 1860 of the California Labor Code, the Contractor's attention is directed to the requirement that in accordance with the provisions of Section 3700 of the California Labor Code, every Contractor will be required to secure the payment of compensation of his or her employees. In accordance with the provisions of Section 1861 of the California Labor Code, each Contractor to whom a public works Contract is awarded shall sign and file with the City the following certification prior to performing the work: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

I. Assignment of Rights

Pursuant to Section 4552 of the California Government Code, in submitting a bid to the City, the bidder offers and agrees that the bid is accepted, it will assign to the City all rights, title and interests in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act [Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchase of goods, materials or services by the bidder for sale to the City pursuant to the bid. Such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

J. Termination

The City may terminate this Contract, without cause, by giving seven (7) days prior written notice to the Contractor, and in such event, the City will pay the Contractor for that portion of the Contract price, less the aggregate of previous payments, and able to allocate to the work completed as of the date of termination. The City will also reimburse the Contractor for all costs necessarily incurred prior to the stoppage of the work and paid directly by the Contractor, not including overhead, general expenses or profit. The City will not be responsible to reimburse the Contractor for any continuing contractual commitments to said Contractors or material-suppliers or penalties or damages for canceling such contractual commitments inasmuch as the Contractor shall make all subcontractors and other commitments subject to this provision.

K. Attorney's Fees

In the event any legal action is commenced to enforce or interpret the terms or conditions of this Contract, the prevailing party shall, in addition to any costs or other relief, be entitled to its reasonable attorney's fees.

1-1.11 ORDER OF WORK

The Contractors attention is directed to Section 8 "Prosecution and Progress" of the Standard Specifications and these Special Provisions.

The Contractor shall provide the City with a written schedule of work prior to beginning work and updated schedules when requested by the Engineer. This schedule of work shall be based on the number of working days with Contractor's Operations, except fueling and equipment maintenance, occurring between 7:00 AM and 3:30 PM Monday through Friday except holidays.

All of the Contractor's activities shall be performed in conformance with the City of McFarland Codes and Ordinances regarding construction work periods and Contractor's activities.

Full compensation for performing all of the work required by this Article shall be considered as included in the prices paid for the various contract items of work involved and no separate payment will be made therefor.

1 - 1. 12 SUBMITTALS

(a) Make submittals for all material to be used on the project, whether as specified or substitutions in accordance with General Conditions and the following:

1. All submittals shall be neat and bound in a suitable folder or binder.
2. Identify each item by manufacturer, brand, trade name, number, size rating, and whatever other data is necessary to properly identify and check materials and equipment. Words "as specified" are not sufficient identification.
3. Identify each submittal item by reference to Specifications section paragraph in which item is specified, or Drawing or Detail number.
4. All submittals shall be submitted in coherent groups, e.g., all light fixtures at one time. No partial or incomplete submittals will be accepted.
5. Organize submittal in the same sequence as they appear in specification sections, articles, or paragraphs.

(b) Upon product review, submit shop drawings showing physical arrangement, wiring diagrams, construction details, finishes, materials used in fabrication, provisions for conduit entrance, access requirements for installation and maintenance, physical size, electrical characteristics, foundation and support details, weight, power sources, circuit numbers, and shall be compatible with the Contract Drawings and Specifications. Show wiring as actually installed, connected, and identified for this specific project. Include identification of cables and cable conductors. Show elementary and schematic wiring diagrams for all panel boards, motor control centers, and special control cabinets. Include elevations of all equipment showing placement of all materials and define location and numbering of terminal blocks identifying point of attachment for all incoming field wires. Shop and instruction drawings shall cover the equipment or device to be installed and not merely the general class of such equipment or device.

1 - 1.13 DOCUMENTATION

(a) The Contractor shall furnish to the City a complete set of "as constructed" drawings which clearly indicate all deviations from the basic Contract Drawings, including exact dimensioned locations and depths for all stubbed conduits, location and size of spare conduits and conductors, all new and uncovered existing work outside the buildings, power feeder runs, and communications "primary" conduit runs per requirements of the General Conditions. Corrections and changes shall be kept up-to-date at all times.

(b) All submittals and shop drawings shall be resubmitted with record drawings showing all revisions and changes made, clearly marked with field termination wire so as to reflect actual construction record conditions. Revision and changes will be enumerated and new dates of drawings shown.

1-1.14 CONSTRUCTION STAKING

The City shall provide all construction staking and layout required for the construction of the work. The Contractor shall be responsible for "re-staking" required as a result of construction activities.

Full compensation for conforming to the requirements in this section, shall be considered as included in the lump sum price for CONSTRUCTION STAKING AND RECORD DRAWINGS and no additional compensation will be allowed therefore.

1-1.15 CONSTRUCTION MATERIALS TESTING

The Contractors attention is directed to Section 6-2 "Quality Assurance," of the Standard Specifications and these Special Provisions.

The Engineer will be responsible for providing materials testing from a materials lab under contract with the Engineer. The Contractor shall provide for testing, mitigation for unsatisfactory test results, removal and replacement of rejected materials and workmanship, along with any necessary retesting and results in the scheduling, execution, and progress of the Contractor's work.

Full compensation for performing all of the work required by this Article shall be considered as included in the prices paid for the various contract items of work involved and no separate payment will be made therefor.

1-1.16 RETENTION OF FUNDS

Notwithstanding any other remedies authorized by law, the City of McFARLAND may retain money due the Contractor under the contract, in an amount determined by the City of McFARLAND, up to and including the entire amount of Penalties proposed, assessed, or levied as a result of the Contractor's violation of the Manuals, or Federal or State law, regulations or requirements. Funds may be retained by the City of McFARLAND 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 an approved 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 Manuals, or other Federal, State or local requirements, the City of McFARLAND may retain money due the Contractor, subject to the following:

- (a) The City of McFARLAND will give the Contractor 30 days' notice of the City of McFARLAND'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 partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.16, "Progress Payments," of the Standard Specifications.
- (c) If the City of McFARLAND has retained funds, and it is subsequently determined that the City of McFARLAND is not subject to the entire amount of the Costs and Liabilities assessed or proposed in connection with the matter for which the retention was made, the City of McFARLAND shall be liable for interest on the amount retained for the period of the retention. The interest rate payable shall be 6 percent per annum.

During the first estimate period that the Contractor fails to conform to the provisions in this section, "Water Pollution Control," the City of McFARLAND 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 City of McFARLAND shall provide copies of correspondence, notices of violations, enforcement actions or proposed fines by regulatory agencies to the requesting regulatory agency.

1-1.14 ENGINEER'S QUANTITY ESTIMATE

The quantities furnished in the Bid Schedule outline the Engineer's Quantity Estimate. Bids will be based, compared, and awarded from the quantities of the various Contract Items as listed in the Bid Schedule. In the event an Item of work or a quantity of an Item of Work in the Engineer's Quantity Estimate differs from the quantity of an Item of Work in the Bid Proposal, the Bid Proposal Item's and Quantities shall govern over the Items and Quantities furnished in the Engineer's Quantity Estimate.

SECTION 2. BIDDING

2-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Standard Specifications and these Special Provisions for the requirements and conditions, which the bidder must observe in the preparation of the Bid package and the submission of the bid.

Bid protests are to be delivered to the following address: City of McFarland, 401 W Kern Avenue, McFarland City, CA 93309.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Subcontractor List

On the Subcontractor List, list each subcontractor to perform work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.).

In addition to the subcontractors required to be listed in conformance with Section 2-1.10 "Subcontractor List," of the Standard Specifications, each bid shall have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Bid book.

Bidder's Security

Submit your bid with one of the following forms of bidder's security equal to at least 10 percent of the bid:

1. Cash
2. Cashier's check
3. Certified check
4. Bidder's bond signed by a surety insurer who is licensed in California

If using a bidder's bond, you may use the form in the Bid book. If you do not use the form in the Bid book, use a form containing the same information.

Non-collusion Affidavit

In conformance with Public Contract Code Section 7106, a Non-collusion Affidavit is included in the Bid book. Signing the Bid book shall also constitute signature of the Non-collusion Affidavit.

Bid Submittal

Submit your bid:

1. Under sealed cover
2. Marked as a bid
3. Identifying the contract number and the bid opening date

If an agent other than the authorized corporation officer or a partnership member signs the bid, file a Power of Attorney with the Department either before opening bids or with the bid. Otherwise, the bid may be nonresponsive.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

2-1.02 JOB SITE AND DOCUMENT EXAMINATION

Examine the job site and bid documents.

Bid submission is your acknowledgment that you have examined the job site and bid documents and are satisfied with:

1. General and local conditions to be encountered
2. Character, quality, and scope of work to be performed
3. Quantities of materials to be furnished
4. Character, quality, and quantity of surface and subsurface materials or obstacles
5. Requirements of the contract

SECTION 3. CONTRACT AWARD AND EXECUTION

3-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications and these Special Provisions for the requirements and conditions concerning contract award and execution.

CONSIDERATION OF BIDS

For a unit price based bid, the City will compare bids based on the sum of all items, including alternate bid items. The award of the contract, in whole or in part, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed. At the full discretion of the City Council, some or all, if any, of the "alternate bid" items will be selected for construction based on available project funding.

The award is made within 45 calendar days after bid opening. The City may extend the specified award period if the bidder agrees.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the City so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: **City of McFarland, 401 W Kern Avenue, McFarland, CA 93250**

SECTION 4. START OF JOB SITE ACTIVITIES, TIME, AND LIQUIDATED DAMAGES

Attention is directed to the provisions in Section 8-1.04, "Start of Job Site 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 15 calendar days after the contract has been approved by the attorney appointed and authorized to represent the City of McFarland.

This work shall be diligently prosecuted to completion before the expiration of **180 CALENDAR DAYS** beginning on the tenth calendar day after the Notice to Proceed is issued.

The Contractor shall pay to the CITY OF McFARLAND the sum of **\$1,000 per day**, for each and every calendar day delay in finishing the work in excess of the number of working days prescribed above.

SECTION 5. GENERAL

5-1.01 JOB SITE AND DOCUMENT EXAMINATION, CONTRACT, AND SITE OF WORK

Attention is directed to the provisions in Section 2-1.07 "Job Site and Document Examination", of the Standard Specifications and these Special Provisions.

Examine the job site and bid documents.

Bid submission is your acknowledgment that you have examined the job site and bid documents and are satisfied with:

1. General and local conditions to be encountered
2. Character, quality, and scope of work to be performed
3. Quantities of materials to be furnished
4. Character, quality, and quantity of surface and subsurface materials or obstacles
5. Requirements of the contract

The City assumes no responsibility for conclusions or interpretations made by a bidder or contractor based on the information or data made available by the City. The City does not assume responsibility for representation made by its officers or agents before the execution of the contract concerning surface or subsurface conditions, unless that representation is expressly stated in the contract.

No conclusions or interpretations made by a bidder or contractor from the information and data made available by the City will relieve a bidder or contractor from properly fulfilling the terms of the contract.

5-1.02 CONTRACT BONDS (PUB CONT CODE §§ 10221 AND 10222)

Attention is directed to Section 3-1.05, "Contract Bonds," of the Standard Specifications and these Special Provisions. The successful bidder must furnish 2 bonds:

1. Payment bond to secure the claim payments of laborers, workers, mechanics, or materialmen providing goods, labor, or services under the Contract. This bond must be equal to at least 100 percent of the total bid.
2. Performance bond to guarantee the faithful performance of the Contract. This bond must be equal to at least 100 percent of the total bid.

The City furnishes the successful bidder with bond forms.

5-1.03 LABOR NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is directed to Section 7-1.02I (2), "Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

5-1.04 PREVAILING WAGE

Attention is directed to Section 7-1.02K (2), "Wages," of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the McFarland, City Hall, 401 West Kern Ave., McFarland, CA 93250. Changes, if any, to the general prevailing wage rates will be available at the same location.

5-1.05 RECORDS

Attention is directed to Section 5-1.27, "Records," of the Standard Specifications.

Maintain cost accounting records for the project distinguishing between the following work cost categories:

1. Work performed based on bid item prices
2. Change order work other than extra work. Distinguish this work by:
 1. Bid item prices
 2. Force account
 3. Agreed price
3. Extra work. Distinguish extra work by:
 1. Bid item prices
 2. Force account
 3. Agreed price
 4. Specialist billing
4. Work performed under potential claim records
5. Overhead
6. Subcontractors, suppliers, owner-operators, and professional services

Cost accounting records must include:

1. Final cost code lists and definitions
2. Itemization of the materials used and corresponding vendor's invoice copies
3. Direct cost of labor
4. Equipment rental charges
5. Workers' certified payrolls
6. Equipment:
 1. Size
 2. Type
 3. Identification number

The cost accounting records for the contract shall be maintained separately from other contracts, during the life of the contract, and for a period of not less than 3 years after the date of acceptance of the contract. If the Contractor intends to file claims against the City, the Contractor shall keep the cost accounting records specified above until complete resolution of all claims has been reached.

5-1.06 PUBLIC SAFETY

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications and these Special Provisions.

Control dust resulting from the work, inside and outside the right-of-way. Move workers, equipment, and materials without endangering traffic.

Install Type K temporary railing or other authorized protective systems under any of the following conditions:

1. Excavations: Where the near edge of the excavation is within 15 feet from the edge of an open traffic lane
2. Temporarily unprotected permanent obstacles: When the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and you elect to install the obstacle before installing the protective system; or you, for your convenience and as authorized, remove a portion of an existing protective railing at an obstacle and do not replace such railing completely the same day
3. Storage areas: When material or equipment is stored within 15 feet of the edge of an open traffic lane and the storage is not otherwise prohibited by the Contract
4. Height differentials: When construction operations create a height differential greater than 0.15 feet within 15 feet of the edge of traffic lane

Installation of Type K temporary railing is not required if an excavation within 15 feet from the edge of an open traffic lane is protected by any of the following:

1. Steel plate or concrete covers of adequate thickness to prevent accidental entry by traffic or the public
2. Side slope where the downhill slope is 4:1 (horizontal:vertical) or less unless a naturally occurring condition
3. Barrier or railing

Offset the approach end of Type K temporary railing a minimum of 15 feet from the edge of an open traffic lane. Install the temporary railing on a skew toward the edge of the traffic lane of not more than 1 foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15-foot minimum offset cannot be achieved, the temporary railing must be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules must be installed at the approach end of the temporary railing.

Secure Type K temporary railing in place before starting work for which the temporary railing is required.

Where 2 or more lanes in the same direction are adjacent to the area where the work is being performed, including shoulders, the adjacent lane must be closed under any of the following conditions:

1. Work is off the traveled way but within 6 feet of the edge of the traveled way, and the approach speed is greater than 45 miles per hour
2. Work is off the traveled way but within 3 feet of the edge of the traveled way, and the approach speed is less than 45 miles per hour

Closure of the adjacent traffic lane is not required when performing any of the following:

1. Working behind a barrier
2. Paving, grinding, or grooving
3. Installing, maintaining, or removing traffic control devices except Type K temporary railing

Do not reduce an open traffic lane width to less than 10 feet. When traffic cones or delineators are used for temporary edge delineation, the side of the base of the cones or delineators nearest to traffic is considered the edge of the traveled way.

If a traffic lane is closed with channelizers for excavation work, move the devices to the adjacent edge of the traveled way when not excavating. Space the devices as specified for the lane closure.

Do not move or temporarily suspend anything over a traffic lane open to the public unless the public is protected.

Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

5-1.07 UNANTICIPATED DISCOVERY OF ASBESTOS AND HAZARDOUS SUBSTANCES

Upon discovery, immediately stop working in and notify the Engineer of areas where asbestos or a hazardous substance

is present if the:

- 1 Contractor reasonably believes the substance is asbestos as defined in Labor Code § 6501.7 or a hazardous substance as defined in Health & Safety Code § 25316 and § 25317
- 2 **Presence is not described in the Contract Documents**
- 3 Substance has not been made harmless

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a "delay" and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays," of the Standard Specifications.

The contractor's attention is directed to Section "10-1.12 EXISTING HIGHWAY FACILITIES" subsection "SALVAGE AND RELOCATE EXISTING DRY BARREL FIRE HYDRANT" of these Special Provisions. Handling, contact and work around asbestos cement pipe will be required of the contractor. The surface area of exposure Asbestos is less than 100 square feet. The Contractor shall have all required licenses, license classification, and permits required by the State of California for the identified scope of work where Asbestos materials are present.

Full compensation for performing work and related work involved handling, contact and work around asbestos cement pipe shall be considered as included in the lump sum contract price paid for SALVAGE AND RELOCATE EXISTING DRY BARREL FIRE HYDRANT and no additional allowance will be made therefore.

5-1.08 PERFORMANCE OF SUBCONTRACTORS

The subcontractors listed by *the bidder* in Bid book shall list therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

5-1.09 SUBCONTRACTING

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the City of McFarland may exercise the remedies provided under Pub Cont Code § 4110. The City of McFarland may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal- Aid Construction Contracts" in Section 14 of these Special Provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

5-1.10 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE subcontractors.

5-1.11 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

The City shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the City, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the City. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the City's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

5-1.12 PARTNERING

(Required when total estimate is greater than \$ 1.0 M and construction contract is administered under the Caltrans Standard Specifications.)

The City of McFarland will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship will be to maintain cooperative communication and mutually resolve conflicts at the lowest possible management level.

The Contractor may request the formation of such a "Partnering" relationship by submitting a request in writing to the Engineer after approval of the contract. If the Contractor's request for "Partnering" is approved by the Engineer, scheduling of a "Partnering" workshop, selecting the "Partnering" facilitator and workshop site, and other administrative details shall be as agreed to by both parties.

The costs involved in providing a facilitator and a workshop site will be borne equally by the City of McFarland and the Contractor. The Contractor shall pay all compensation for the wages and expenses of the facilitator and of the expenses for obtaining the workshop site. The State's share of such costs will be reimbursed to the Contractor in a change order written by the Engineer. Markups will not be added. All other costs associated with the "Partnering" relationship will be borne separately by the party incurring the costs.

The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

5-1.13 AREAS FOR CONTRACTOR'S USE

The highway right of way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work.

No City-owned parcels adjacent to the right of way are available for the exclusive use of the Contractor within the contract limits. The Contractor shall secure, at the Contractor's own expense, areas required for plant sites, storage of equipment or materials, or for other purposes.

5-1.14 NOISE AND VIBRATION

Noise control shall conform to the provisions in Section 17-8, "Noise and Vibration," of the Standard Specifications and these Special Provisions.

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., and during school hours weekends and holidays shall not exceed 65 dBA LMax at a distance of 50 ft. from the job site activities. This requirement shall not relieve the Contractor from responsibility for complying with local ordinances regulating noise level.

The noise level requirement shall apply to the equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or 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 article shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

5-1.15 GUARANTEE GENERAL

The Contractor shall guarantee the work is in accordance with contract requirements and remains free from substantial defects in

materials and workmanship for a period of one year after contract acceptance. For certain portions of the work where the Engineer relieves the Contractor of responsibility in accordance with Section 5-1.38, "Maintenance and Protection Relief," of the Standard Specifications, the guarantee period starts on the relief date and ends one year therefrom.

Substantial defects in materials and workmanship means defective work objectively manifested by damaged, displaced, or missing parts or components; and workmanship resulting in improper function of materials, components, equipment, or systems, as installed or manufactured by the Contractor, subcontractor, supplier, or manufacturer.

During the guarantee period, the Contractor shall repair or replace contract work and associated work which is not in accordance with contract requirements or has substantial defects in materials and workmanship. The Contractor shall perform the corrective work with no expense to the City of McFarland other than City-provided field inspection services.

The guarantee of work excludes damage or displacement that is outside the control of the Contractor and caused by normal wear and tear, improper operation, insufficient maintenance, abuse, unauthorized modification, or natural disaster as described in Section 5-1.39B "Damage Caused by an Act of God," of the Standard Specifications.

The Contractor shall have the same insurance coverage during corrective work operations as prior to contract acceptance, in accordance with Section 7-1.06, "Insurance," of the Standard Specifications.

The contract bonds furnished in accordance with Section 3-1.05 "Contract Bonds (PUB CONT CODE §§ 10221 AND 10222)," of the Standard Specifications must remain in full force and effect during the guarantee period and until all corrective work is complete.

In the case of conflict between this guarantee provision and any warranty provision included in the contract, the warranty provision shall govern for the specific construction product or feature covered.

CORRECTIVE WORK

During the guarantee period, the City of McFarland will monitor performance of the highway facilities completed by the Contractor and will perform a thorough review of the contract work at least 60 days before the expiration of the one-year guarantee.

If the Engineer discovers contract work not in compliance with contract requirements or that has substantial defects in materials and workmanship, at any time during the guarantee period, a list of items that require corrective work will be developed and forwarded to the Contractor. Within 15 days of receipt of a list, the Contractor shall submit to the Engineer a detailed plan for performing corrective work. The work plan shall include a start to finish schedule. It shall include a list of labor, equipment, materials, and any special services intended to be used. It shall clearly show related work including traffic control, temporary delineation, and permanent delineation.

Contractor shall start the corrective and related work within 15 days of receiving notice from the Engineer that the Contractor's work plan is approved. The corrective work shall be diligently prosecuted and completed within the time allotted in the approved work plan.

If the Engineer determines that corrective work, covered by the guarantee, is urgently needed to prevent injury or property damage, the Engineer will give the Contractor a request to start emergency repair work and a list of items that require repair work. The Contractor shall mobilize within 24 hours and diligently perform emergency repair work on the damaged highway facilities. The Contractor shall submit a work plan within 5 days of starting emergency repair work.

If the Contractor fails to commence and execute, with due diligence, corrective work and related work required under the guarantee in the time allotted, the Engineer may proceed to have the work performed by City forces or other forces at the Contractor's expense. Upon demand, the Contractor shall pay all costs incurred by the City of McFarland for work performed by City forces or other forces including labor, equipment, material, and special services.

PAYMENT

Full compensation for performing corrective work; and related work such as traffic control, temporary delineation, and permanent delineation, and to maintain insurance coverage and bonds, shall be considered as included in the contract prices paid for the various contract items of work and no separate payment will be made therefore.

5-1.16 PAYMENTS

Attention is directed to Section 9-1.16, "Progress Payments," and 9-1.17, "Payment After Contract Acceptance," of the Standard Specifications and these Special Provisions.

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

5-1.17 SUPPLEMENTAL PROJECT INFORMATION

The information in this section has been compiled specifically for this project and is made available for bidders and Contractors. Other information referenced in the Standard Specifications and these Special Provisions do not appear in this section. The information is subject to the conditions and limitations set forth in Section 2-1.30, "Job Site and Document Examination," and Section 6-1.03, "Local Materials," of the Standard Specifications. Bidders and Contractors shall be responsible for knowing the procedures for obtaining information.

Information included in the Information Handout provided to bidders and Contractors is as follows:

5-1.17A Earth Material Containing Lead

Section 7-1.02K(6)(j)(ii) of the 2015 Standard Specifications, includes specifications for handling, removing, and disposing of earth material containing lead.

Submit a lead compliance plan.

Lead is present in earth material on the job site. The average lead concentrations are below 1,000 mg/kg total lead and below 5 mg/L soluble lead. Earth material on the job site:

- 1 Is not a hazardous waste
- 2 Does not require disposal at a permitted landfill or solid waste disposal facility

Lead is typically found within the top 2 feet of material in unpaved areas of the highway. Reuse all excavated earth material containing lead in the highway right-of-way. Haul and place surplus excavated material free of lead outside of the highway right of way".

Handle earth material containing lead under all applicable laws, rules, and regulations, including those of the following agencies:

- 1 Cal/OSHA
- 2 CA RWQCB, Region 5 – Central Valley
- 3 CA Department of Toxic Substances Control

Manage earth material as shown in the following table.

Earth Material Management

Location	Depth	Management requirements
All areas to receive new sidewalks/drive approaches	0.5-foot	Excavate to total depth. Do not excavate in lifts. Reuse all earth material on the job site.
All areas to receive new curb ramps/aprons	0.5-foot	Excavate to total depth. Do not excavate in lifts. Reuse all earth material on the job site.

5-1.18 TRAINING

For the Federal training program, the number of trainees or apprentices is _____ 0 _____.

SECTION 6 (BLANK)

SECTION 7. (BLANK)

SECTION 8. MATERIALS

8-1.01 CITY-FURNISHED MATERIALS

The City will provide the contractor with the exercise station equipment, except for the anchoring hardware, and park trees.

In addition to other options available to the contractor the City will furnish construction water. Should the contractor elect to take advantage of this option, the contractor shall pay a \$750.00 refundable deposit and install a meter on a hydrant approved by the City.

All other materials required to complete the work under this contract shall be furnished by the Contractor. A certificate of compliance may be required for materials used on this contract as directed by the Engineer.

When requested by the Engineer, the supplier or Contractor shall furnish, without charge, samples of all materials entering into the work, and no material shall be used prior to approval by the Engineer. Samples of the material from local sources shall be taken by or in the presence of the Engineer; otherwise the samples will not be considered for testing.

8-2.01 PORTLAND CEMENT CONCRETE

Portland cement concrete shall conform to the provisions in Section 90, "Concrete," of the Standard Specifications and these Special Provisions.

The Department maintains a list of sources of fine and coarse aggregate that have been approved for use with a reduced amount of supplementary cementitious material in the total amount of cementitious material to be used. A source of aggregate will be considered for addition to the approved list if the producer of the aggregate submits to the Transportation Laboratory certified test results from a qualified testing laboratory that verify the aggregate complies with the requirements. Before the testing starts, the aggregate test shall be registered with the Department. A registration number can be obtained by calling (916) 227-7228. The registration number shall be used as the identification for the aggregate sample in correspondence with the Department. Upon request, a split of the tested sample shall be provided to the Department. Approval of aggregate will depend upon compliance with the specifications, based on the certified test results submitted, together with any replicate testing the Department may elect to perform. Approval will expire 3 years from the date the most recent registered and evaluated sample was collected from the aggregate source.

Qualified testing laboratories shall conform to the following requirements:

1. Laboratories performing ASTM Designation: C 1293 shall participate in the Cement and Concrete Reference Laboratory (CCRL) Concrete Proficiency Sample Program and shall have received a score of 3 or better on each test of the previous 2 sets of concrete samples.
2. Laboratories performing ASTM Designation: C 1260 shall participate in the Cement and Concrete Reference Laboratory (CCRL) Pozzolan Proficiency Sample Program and shall have received a score of 3 or better on the shrinkage and soundness tests of the previous 2 sets of pozzolan samples.

Aggregates on the list shall conform to one of the following requirements:

1. When the aggregate is tested in conformance with the requirements in California Test 554 and ASTM Designation: C 1293, the average expansion at one year shall be less than or equal to 0.040 percent; or
2. When the aggregate is tested in conformance with the requirements in California Test 554 and ASTM Designation: C 1260, the average of the expansion at 16 days shall be less than or equal to 0.15 percent.

If the aggregates used in the concrete are on the Department's list, the minimum amount of supplementary cementitious material shall conform to the following:

1. If fly ash or natural pozzolan conforming to the provisions in Section 90-1.02B(3), "Supplementary Cementitious Materials," of the Standard Specifications is used, the minimum amount of supplementary cementitious material shall be 15 percent by weight of the total cementitious material; or
2. If silica fume conforming to the provisions in Section 90-1.02B(3), "Supplementary Cementitious Materials," of the Standard Specifications is used, the minimum amount of supplementary cementitious material shall be 7 percent by weight of the total cementitious material.

The limitation on tricalcium silicate (C₃S) content in Type II cement specified in Section 90-1.02B(2), "Cement," of the Standard Specifications shall not apply.

8-2.02 CITY'S QUALITY CONTROL PROGRAM

- a. The Contractor shall implement the City's Quality Assurance Program, which is included in Appendix A and incorporated herein by this reference.

SURVEILLANCE BY THE ENGINEER

- a. All items of material and equipment shall be subject to surveillance by the ENGINEER at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate quality control system in conformance with the requirements detailed herein and the applicable technical SPECIFICATIONS and PLANS. In addition, all items of materials, equipment and work in place shall be subject to surveillance by the ENGINEER at the site for the same purpose.
- b. Surveillance by the ENGINEER does not relieve the Contractor of performing quality control inspections of either on-site or off-site Contractor's or subcontractor's work.

NONCOMPLIANCE

- a. The ENGINEER will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the ENGINEER or his/her authorized representative to the Contractor or his/her authorized representative at the site of the work, shall be considered sufficient notice.
- b. In cases where quality control activities do not comply with either the Contractor Quality Assurance Program or the CONTRACT provisions, or where the Contractor fails to properly operate and maintain an effective Assurance Program, as determined by the ENGINEER, the ENGINEER may:
 - (1) Order the Contractor to replace ineffective or unqualified quality control personnel or subcontractors.
 - (2) Order the Contractor to stop operations until appropriate corrective actions are taken.

Full compensation for performing all of the work required by this Article shall be considered as included in the prices paid for the various contract items of work involved and no separate payment will be made therefor.

SECTION 9.(BLANK)

TABLE OF CONTENTS

SECTION 10 - Technical Provisions..... 33

10-1.01	TEMPORARY FACILITIES.....	33
10-1.02	CONTROL OF GROUNDWATER AND WASTEWATER.....	33
10-1.03	RELATIONS WITH PROPERTY OWNERS.....	33
10-1.04	DUST CONTROL.....	34
10-1.05	STORM WATER POLLUTION PREVENTION PLAN.....	34
10-1.06	OBSTRUCTIONS.....	39
10-1.07	MOBILIZATION.....	40
10-1.08	TRAFFIC CONTROL.....	40
10-1.09	CLEARING AND GRUBBING.....	41
10-1.10	EARTHWORK.....	42
10-1.11	SAWCUT ASPHALT CONCRETE PAVEMENT.....	42
10-1.12	REMOVAL OF CONCRETE AND PAVING.....	43
10-1.13	HAZARDOUS WASTE IN EXCAVATION.....	43
10-1.14	TRENCHING EXCAVATION.....	43
10-1.15	BRACING AND SHORING.....	44
10-1.16	TRENCH BACKFILL.....	44
10-1.17	UTILITIES.....	46
10-1.18	FINISHING ROADWAY.....	52
10-1.19	AGGREGATE BASE.....	52
10-1.20	ASPHALT CONCRETE (TYPE 'A').....	53
10-1.21	ASPHALTIC PAINT BINDER.....	61
10-1.22	PARKING LOT SIGNS.....	61
10-1.23	PARKING LOT STRIPING.....	62
10-1.24	MISCELLANEOUS CONCRETE CONSTRUCTION.....	62
10-1.26	REINFORCED CONCRETE.....	63
10-1.27	METAL WORK.....	65
10-1.28	DECOMPOSED GRANITE.....	66
10-1.29	UNDER WALK DRAINS.....	66
10-1.30	BOLLARDS.....	66
10-1.31	FENCING AND GATES.....	67
10-1.32	CONCRETE MASONRY UNIT.....	72
10-1.33	SITE FURNISHINGS.....	75
10-1.34	MONUMENT SIGN.....	76
10-1.36	SAIL SHADE STRUCTURE.....	77
10-1.37	WALKWAY ARCHES.....	77
10-1.35	TRAIL HEAD SIGNS.....	78
10-1.38	SOLAR LIGHTS.....	78
10-1.39	TRASH ENCLOSURES.....	78

10-1.40	COMPOST BIN.....	79
10-1.41	PREFABRICATED STORAGE SHED.....	79
10-1.42	RAISED PLANTERS.....	79
10-1.43	IRRIGATION.....	80
10-1.44	LANDSCAPE.....	83
10-1.45	ELECTRICAL WORK.....	93
10-1.46	PREFABRICATED RESTROOM BUILDING (ADD ALT #1).....	93
10-1.47	BASKETBALL COURT (ADD ALT #2).....	94
10-1.48	NORTH PARKING LOT (ADD ALT #3).....	95

SECTION 10 - TECHNICAL PROVISIONS

10-1.01 TEMPORARY FACILITIES.

The Contractor shall provide all temporary facilities and utilities required for prosecution of the work, protection of employees and the public, protection of the work from damage by fire, weather or vandalism, and such other facilities as may be specified or required by any legally applicable law, ordinance, rule, or regulation.

Temporary fencing shall conform to the provisions of Section 80, "Fences", of the Standard Specifications and these special provisions. Fence shall be 6' high safety fencing or City approved equal. Installation shall be per manufacturer's recommendation. Fence shall be maintained by Contractor during all phases of construction activities and shall, at the request of the City, remain in place up to 30 days following project completion.

Panel chain link or continual length chain link is acceptable.

Work site ingress and egress gates shall be double locked including a lock issued by the City. Temporary construction fencing shall be installed prior to the beginning of any construction activity.

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

10-1.02 CONTROL OF GROUNDWATER AND WASTEWATER.

The Contractor shall furnish, install and operate all necessary equipment to keep trenches reasonably free from water and to provide for proper bedding of the pipe. All water removed from trenches or flushed from pipes shall be disposed of in such a manner that will cause no injury to public or private property, or cause no nuisance or menace to the public. Under no circumstances will the laying of pipe or the placing of concrete under water be permitted.

The Contractor shall take all necessary precautions to prevent pipe flotation.

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

10-1.03 RELATIONS WITH PROPERTY OWNERS.

Prior to beginning work, the Contractor shall send or deliver to the owner of each parcel within the project area written notification of the construction project. The Company's name, address, telephone number and name of a contact person with the company shall be included in the letter.

Access to abutting property shall be maintained at all times unless otherwise permitted by the City.

Before storing equipment or stockpiling material outside the street right of way, the Contractor shall obtain a letter from the property owner authorizing the Contractor the use of his property. The letter shall be filed with the City.

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

10-1.04 DUST CONTROL.

It shall be the Contractor's responsibility to prevent a dust nuisance from originating from the site of the work as a result of his operations, or the traveling public, during the effective period of this contract. Preventative measures to be taken by the Contractor shall include but shall not be limited to the following:

- a) Water shall be applied to all unpaved areas as required to prevent the surface from becoming dry enough to permit dust formation.
- b) Paved surfaces over which vehicular traffic is permitted to travel shall be kept free of dirt. In residential areas, a self-contained, pick-up type, power broom with water distribution system shall be used.
- c) A dust control plan or notice, as required for the project shall be filed by the contractor with the San Joaquin Air Pollution Control District.

Temporary suspension of the work, either as a result of order by the City, or as a result of conditions beyond the control of the Contractor shall not relieve the Contractor from his responsibility for dust control as set forth herein.

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

10-1.05 STORM WATER POLLUTION PREVENTION PLAN.

The Contractor shall acquire a copy of the Storm Water Pollution Prevention Plan, hereafter referred to as a "SWPPP," from QK. The Contractor shall conform to the SWPPP and to the requirements in Section 7-101G of "Water Pollution," of the Standard Specifications and these special provisions.

Contractor shall be aware that, as of July 1, 2010, the State Water Resources Control Board has adopted a new Construction Activities Storm Water General Permit (2009-0009-DWQ Permit). New projects commencing after July 1, 2010, must comply with the 2009-0009-DWQ Permit. The City has contracted with QK. to prepare the SWPPP and process it through

the State Water Resources Control Board's online Storm water Multi- Application Report Tracking System (SMARTS).

Water pollution control work shall conform to the requirements in the Construction Contractor's Guide and Specifications of the Cal-Trans Storm Water Quality Handbooks. Copies are available from Cal- Trans or on the web at http://www.dot.ca.gov/hq/construc/stormwater/SWPPP_Working_Template_070110.doc. The Contractor shall be responsible for the costs and for any liability imposed by law as a result of the Contractor's failure to comply with the requirements set forth in this section.

The SWPPP includes Best Management Practices, a copy of the Notice of Intent, Vicinity Maps, Water Pollution Control Drawings, Computations for Runoff Coefficients, Maintenance, Inspection and Repair Program, List of Subcontractors and Inspection Report forms, Spill Prevention and Control, Vehicle and Equipment Fueling and Maintenance, Erosion and Sediment Source Controls and any other items as necessary. At a minimum, the following Best Management Practices (BMP) shall be included:

SC-7 Street Sweeping and Vacuuming, SC-8 Sand Bag Barrier, SC-10 Storm Drain Inlet Protection, WE-1 Wind Erosion Control, TC-1 Stabilized Construction Entrance/Exit (where applicable), NS-1 Water Conservation Practice, NS-3 Paving and Grinding Operating, WM-3 Stockpile Management, WM-4 Spill Prevention and Control.

The required "Water Pollution Control" shall mean controlling the alteration of the quality of waters by fuels, oils, and other harmful materials, to a degree, which adversely affects such waters for beneficial uses, or facilities which serve such beneficial uses. "Beneficial uses" shall include, but not necessarily be limited to domestic, municipal, agricultural and industrial power supply generation, recreation, aesthetics enjoyment, navigation, and preservation and enhancement of fish, wildlife and other aquatic resources or preserves. The following Water Quality Requirements shall apply:

Water Quality Requirements:

1. Sediment from areas disturbed by construction shall be retained on site using structural drainage controls.
2. Stockpiles of soil shall be properly contained and covered to minimize sediment transport from the site to streets, drainage facilities or adjacent properties via runoff, vehicle tracking, or wind.
3. Construction-related materials, wastes, spills, or residues shall be retained on site to minimize sediment transport to streets, drainage facilities or adjoining property by runoff.
4. Runoff from equipment and vehicle washing shall be contained at construction site unless treated to remove sediment and other pollutants.

5. All construction Contractor and Sub-Contractor personnel are to be made aware of the required Best Management Practices (BMP's) and good housekeeping measures for the project site and any associated construction staging areas.
6. At the end of each day of construction activity all construction debris and waste materials shall be collected and properly disposed in covered trash or recycle bins.
7. Construction sites shall be maintained in such a condition that an anticipated storm does not carry wastes, pollutants or sediment off the site or into the Kern River.
8. Discharges of material other than clean storm-water are allowed only where they do not cause or contribute to the violation of any water quality standards; cause, or threaten to cause, pollution, contamination or nuisance; or contain a hazardous substance in a quantity reportable under Federal Regulations 40 CFR Parts 117 and 302. Potential pollutants include, but are not limited to, sediments, cement products, solid or liquid chemical spills; wastes from paints, stains, sealants, glues, lime, pesticides, herbicides, wood preservatives, and solvents, asbestos fibers, paint flakes or stucco fragments, fuels, oils, lubricants, and hydraulic, radiator or battery fluids, concrete, detergent or floatable wastes; wastes from any engine equipment steam cleaning or chemical degreasing; and super- chlorinated potable water line flush water.
9. During construction, disposal of materials and potential pollutants should occur in a specified and controlled temporary area on-site physically separated from potential storm-water runoff, with ultimate disposal in accordance with local, state and federal requirements.
10. Dewatering of contaminated groundwater or discharging contaminated soils via surface erosion is prohibited.
11. True dewatering of non-contaminated groundwater requires a National Pollutant Discharge Elimination System (NPDES) permit from the respective State Regional Water Quality Control Board.

The Contractor shall also conform to the following provisions with respect to water pollution control:

1. Oily or greasy substances originating from the Contractor's operations shall not be allowed to enter the ground water or be placed where they will later enter a live stream, channel, drain, or other water conveyance facility.
2. Fresh Portland cement or fresh Portland cement concrete shall not be allowed to enter the flowing water in steams, channels or storm drains.
3. After the completion of the Work, the Work site shall be cleared of debris and restored to a condition equal to or better than that existing prior to construction.

4. All work shall be performed in conformance with the “BMP General Notes” listed on the Title Sheet of the project plans, especially with the respect to water quality and construction Best Management Practices (BMP’s). (Verify that this is there)

Housekeeping/Cleanup: The Contractor shall prevent pollution of storm water from cleanup and disposal operations by using best management practices and good housekeeping methods. When fluids or dry materials spill, cleanup should be immediate, thorough, and routine. The Contractor shall never attempt to “wash them away” with water or bury them. The Contractor shall report significant spills to the appropriate spill response agencies immediately. The Contractor shall recognize that different types of materials have different disposal requirements and follow appropriate practices. The Contractor shall confine non-hazardous debris to dumpsters, covered at night or during wet weather, and taken to a landfill for recycling or disposal. The Contractor shall handle hazardous debris in accordance with specific laws and regulations and dispose of as a hazardous waste. A separate permit is required.

Vehicle and Equipment Management: The Contractor shall use and maintain construction vehicles and equipment in a manner that prevent leaks and spills of fluids, contains wash waters, and controls off-site tracking. The Contractor shall not allow leaking vehicles and equipment on-site and shall inspect equipment and vehicles frequently for leaks and repair them immediately. The Contractor shall clean up spills and leaks promptly with absorbent materials, and shall not flush with water.

The Contractor shall fuel, maintain, and repair vehicles and equipment off-site whenever possible, and on-site only in designated areas. The Contractor shall prevent run-on and run-off from designated areas, provide containment devices and cover if necessary.

The Contractor shall wash vehicles and equipment on-site in designated, contained areas, allowing wash waters to infiltrate into the ground. The Contractor shall use phosphate-free, biodegradable soaps, steam clean in confined areas only.

When not in use, the Contractor shall store equipment and vehicles in designated, contained areas and place drip pans and absorbent material under stored equipment that is prone to leaking and dripping (e.g. paving equipment).

If the Contractor must drain and replace motor oil, radiator coolant, or other fluids on-site, use drip pans or drop cloths to catch drips and spills. The Contractor shall collect all spent fluids, store in separate containers, and recycle whenever possible. Note: For recycling purposes, such liquids must not be mixed with other fluids. Non-recycled fluids generally must be disposed of as hazardous waste.

Surface and Subsurface Water Control: The Contractor shall prevent or reduce the discharge of pollutants to storm water from surface and subsurface water control operations by using the following methods:

For surface water control operations where the flow is routed to bypass the construction area, establish stable (erosion resistant) conveyance routes for the diverted flow. Trap any significant sediment (e.g., mud) generated by the rerouted flow in a sediment trap, filtering berm, or basin.

If a sediment trap or basin is required for the surface or subsurface water control operations, the facility should be designed such that the sediment is settled or trapped in the facility prior to discharging of the water.

In areas suspected of groundwater pollution, sample the groundwater near the excavation/pumping site and have the water tested for known or suspected pollutants at a certified laboratory.

Any proposed discharge of groundwater may be subject to requirements of the Regional Water Quality Control Board if water is discharged to groundwater or land.

Concrete and Mortar Products: The Contractor shall prevent or reduce the discharge of pollutants to storm water from concrete waste by conducting washout at appropriate off-site locations, performing on-site washout in a designated area, and training employees and subcontractors.

The Contractor shall store and mix dry and wet materials either off-site or under cover, away from drainage areas.

For washout of concrete trucks, the Contractor shall provide appropriate off-site locations or designated contained areas, at least 50 feet away from storm drains, open ditches, streets, or streams.

The Contractor shall prevent run-off from designated washout areas by constructing a temporary pit or berm area large enough for liquid and solid waste. When concrete sets, breakup and dispose of it in construction fills per direction of soils engineer or as solid waste or recycle.

The Contractor shall inform concrete suppliers of the designated washout locations and disposal sites for concrete and mortar products.

Asphalt and Bituminous Products: The Contractor shall prevent or reduce the discharge of pollutants from asphalt and bituminous operations, by preventing run-on and run-off during the operation, properly disposing of waste, and training employees and subcontractors. The Contractor shall:

Store materials away from drainage courses to prevent material from entering the run-off. Do not dispose of asphalt products into waterways. Follow the storm water permitting requirements for industrial activities if paving involves an on-site mixing plant.

Construction Water: The Contractor shall reduce or eliminate excessive construction water that may cause erosion and carry pollutants from the site. The Contractor shall:

Use construction water conservatively. Whenever possible, dispose of excess water on-site, by allowing it to soak into the ground.

Should the Contractor violate any of the provisions of the subsection, especially with regards to negatively affecting the groundwater, or if pollution occurs in the work area for any reason, the Contractor shall immediately notify the City, and shall, within 5 calendar days, submit written confirmation describing the incident and corrective actions that have been taken. If pollution, for whatever reason, is detected by the City prior to notification by the Contractor, the required written confirmation shall also include any explanation of why the Contractor had not notified the City.

SUBMITTALS. The City will not issue an authorization to start construction until the SWPPP has been approved. As soon as possible after the execution of the agreement, the Contractor shall prepare the SWPPP and submit three copies of the SWPPP to the City for review and approval. The City will authorize the Contractor to start construction of the project only after the SWPPP has been approved.

The Contractor shall implement the SWPPP throughout construction of the project as dictated by the current construction activities.

EXECUTION. The Contractor shall be continuously responsible for erosion and sedimentation control and storm water pollution prevention throughout the contract period. All erosion and sedimentation control measures shall be installed concurrently with ground-disturbing construction activities and shall remain in place until completion of the contract or ground disturbing activity. The BMP's previously listed represent the minimum erosion and sedimentation control effort required by the contractor. The Contractor shall implement all other measures required to prevent erosion, pollutant discharge, and siltation of streams and dry washes at no additional cost to the City.

The Contractor shall keep a copy of the SWPPP and approved amendments at the project site. The SWPPP shall be made available upon request of a representative of the Regional Water Quality Control Board, State Water Resources Control Board or any other governmental agency.

PAYMENT. Full compensation for implementing the Storm Water Pollution Prevention Plan as specified will be paid for at the contract lump sum price, which price shall include full compensation for furnishing all labor, materials, tools and equipment and for doing all work involved in the implementation of the Storm Water Pollution Prevention Plan as specified.

10-1.06 OBSTRUCTIONS.

The Contractor shall be required to work around public utility facilities and other improvements that are to remain in place within the construction area or that are to be relocated and relocation operations have not been completed. In accordance with the provisions of the Standard Specifications, the Contractor shall be liable to owners of such facilities and improvements for any damage or interference with service resulting from

conducting his operations. The exact location of underground facilities and improvements within the construction area shall be ascertained by the Contractor before using equipment that may damage such facilities or interfere with the services. Other forces may be engaged in moving or removing utility facilities or other improvements or maintaining services or utilities. The Contractor shall cooperate with such forces and conduct his operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by other such forces.

Any delay to the Contractor due to utility relocation whether or not the utility is shown or correctly located on the plans will not be compensated for as idle time. However, additional contract time commensurate with such delays may be allowed.

Due care shall be taken to minimize damage to existing irrigation systems and plant materials. The Contractor shall be responsible for repairing and reconnecting severed or damaged lines and/or wiring and replacement of damaged plant material at his own cost. In the event of interruption of irrigation operations due to damage by the Contractor, the Contractor shall be responsible for maintaining the health of plant material in the area for the duration of irrigation interruption.

Attention is directed to the fact that nuisance water may be present at all times along the project. It will be the responsibility of the Contractor to provide for handling of said water and any expense involved shall be considered as included in the prices paid for the various items of work and no additional allowance will be made therefor.

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

10-1.07 MOBILIZATION.

Mobilization is defined as preparatory work that must be performed or costs incurred before starting work on the various items on the job site and shall conform to the Standard Specifications and these special provisions.

PAYMENT. Full compensation for conforming to the requirements of this article shall be paid for at the lump sum contract price for Mobilization.

10-1.08 TRAFFIC CONTROL.

The Contractor shall furnish, install and maintain signs, lights, flags and other warning and safety devices when performing work which interferes with or endangers the safe movement of traffic on any street or highway.

Signs, lights, flags and other warning and safety devices and their use shall conform to the requirements set forth in the current "Manual of Traffic Controls - Warning Signs, Lights, and Devices for Use in Performance of Work Upon Highways", published by the State of

California, Department of Transportation. Application and use of devices shall be as specified and as directed by the City.

The Contractor shall keep the Kern County Fire Department informed at all times as to the exact location and progress of the work and shall notify them immediately of any streets impassable for firefighting equipment.

A minimum of one (1) traffic lane, not less than twelve (12) feet in width, shall be open for use by public traffic where construction operations are actively in progress. Where construction operations are not actively in progress, not less than two such lanes shall be open for use by public traffic. Public traffic may be permitted to use the shoulders and, if half-width construction methods are used, may also be permitted to use the side of the roadbed opposite to the one under construction. No additional compensation will be allowed for any shaping of shoulders or reshaping of subgrade necessary for the accommodation of public traffic thereon during subgrade preparation and paving operations.

In order to expedite the passage of public traffic through or around the work and where ordered by the City, the Contractor shall, at his own expense, furnish, install, and maintain construction area signs, lights, flares, barricades, and other facilities for the sole convenience and direction of public traffic. Also, where directed by the City, the Contractor shall furnish competent flagmen whose sole duties shall consist of directing the movement of public traffic through or around the work. The signs "Road Construction Ahead", No. C-18, and "End Construction", No. C-13, shall be furnished, installed and maintained by the Contractor at locations as directed by the City at least forty-eight (48) hours in advance of any construction.

Pavement delineation removal shall be coordinated with temporary delineation so that lane lines are provided at all times on traveled ways open to public traffic.

The Contractor shall report all accidents to the City.

PAYMENT. Full compensation for Traffic Control as specified will be paid for at the contract lump sum price, which price shall include full compensation for furnishing all labor, materials, tools and equipment and for doing all work involved in conforming to the requirements of this article.

10-1.09 CLEARING AND GRUBBING.

Clearing and grubbing shall conform to the provisions in Section 17-2, "Clearing and Grubbing", of the Standard Specifications and these special provisions.

Clearing and grubbing shall be limited to those areas actually affected by the planned construction as directed by the City.

PAYMENT. Full compensation for Clearing and Grubbing as specified will be paid for within the contract lump sum price "Grading" item, which price shall include full compensation for

furnishing all labor, materials, tools and equipment and for doing all work involved in the construction of the Clearing and Grubbing as specified.

10-1.10 EARTHWORK.

Earthwork shall conform to the provisions in Section 19, "Earthwork", of the Standard Specifications, the Geotechnical Engineering Investigation Report #G15-028-11B by BSK Associates, dated March 3, 2015, and subsequent addendums and updates, and these special provisions. The Geotechnical Engineering Investigation Report by BSK was performed for the adjacent site and was provided to QK from the City to use as reference for this project.

All references to the word "native" on the construction plans shall refer to on-site non-expansive soils, when used under concrete flatwork, foundations, and curbing. The suitability of soils for such use shall be made exclusively by the geotechnical engineer.

When concrete is to be placed on the grading plane, the grading plane at any point shall not vary by more than 0.05 foot above or below the grade established by the City.

The relative compaction limits specified in Section 19-5.03B "Relative Compaction (95 Percent)" and Section 19-5.03C "Relative Compaction (90 Percent)", of the Standard Specifications are amended to the limits shown on the plans and typical cross sections and shall be determined by: California Test Methods 216 or 231, or ASTM (current edition) D1557 and one of the following D2922 or D1556. The subgrade must be smooth, uniform and true to the required grade.

PAYMENT. Full compensation for Earthwork as specified will be paid for within the contract lump sum price "Grading" item, which price shall include full compensation for furnishing all labor, materials, tools and equipment and for doing all work involved in the construction of the earthwork operations as specified. Work includes, but is not limited to, clearing and grubbing, importing fill, grading, and compaction.

10-1.11 SAWCUT ASPHALT CONCRETE PAVEMENT.

Where new asphalt concrete is to conform to existing asphalt concrete, the existing asphalt concrete shall be saw cut to a neat line. The depth of cut shall be sufficient so that damage to adjacent asphalt concrete, which is to remain in place, will not occur during excavation operations.

The Contractor shall conduct his operations so as not to damage the integrity of the edge of the saw cut pavement. Any damage to the saw cut edge will be corrected by the Contractor by additional cutting prior to the start of paving operations.

PAYMENT. Full compensation for Sawcut Asphalt Concrete as specified will be paid for within the contract lump sum price "Demolition" item, which price shall include full compensation for furnishing all labor, materials, tools and equipment and for doing all work involved in conforming to the requirements of this article.

10-1.12 REMOVAL OF CONCRETE AND PAVING.

Removing and disposing of concrete and paving shall conform to the provisions in Section 15, "Existing Facilities", Section 17-2, "Clearing and Grubbing", and Section 19-1.03D, "Buried Man Made Objects", of the Standard Specifications and these special provisions.

PAYMENT. Full compensation for Removal of Concrete and Paving as specified will be paid for within the contract lump sum price "Demolition" item, which price shall include full compensation for furnishing all labor, materials, tools and equipment and for doing all work involved in conforming to the requirements of this article.

10-1.13 HAZARDOUS WASTE IN EXCAVATION.

If the Contractor encounters material in excavation which he has reason to believe may be hazardous waste, as defined by Section 25117 of the "Health and Safety Code", he shall immediately so notify the City in writing. Excavation in the immediate area of the suspected hazardous material shall be suspended until the City 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 the Standard Specifications.

If such suspension delays the current controlling operation more than two (2) working days, the delay will be considered a right of way delay and the Contractor will be compensated for such delay as provided in the Standard Specifications.

The City reserves the right to use other forces for exploratory work to identify and determine the extent of such material and for removing hazardous material from such area.

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

10-1.14 TRENCHING EXCAVATION.

The excavation of trenching shall conform to the applicable sections of the Standard Specifications and the City of McFarland Improvement Standards.

The excavation of trenches for piping laid in the ground shall be in open-cut from the surface of the ground.

The holes for bells and fittings shall be excavated by hand, to a width providing uniform bearing of at least sixty percent (60%) of the pipe I.D. It is the intention of these requirements to provide firm, uniform bearing for the pipe.

When additional gravel, crushed rock, or imported backfill material is required to stabilize a soft, wet, or spongy foundation, such gravel, crushed rock, or imported backfill material shall be furnished at the Contractor's expense.

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

10-1.15 BRACING AND SHORING.

Excavation shall be supported as set forth in the rules, orders, and regulations of the State Division of Industrial Safety. If the Contractor desires to deviate from the safety orders, he shall submit data by a California registered civil engineer to the State Division of Industrial Safety, justifying the alternate procedures to be used. Failure to comply with any of these rules, orders and regulations shall be sufficient cause for the State Division to immediately suspend all work. Compensation for losses incurred by the Contractor by such an emergency suspension shall not be allowed. During backfilling, the bottom of the shoring shall be kept above the level of the backfill at all times.

Section 6422 of the California Labor Code requires the Contractor to submit to the City a detailed plan, drawing the design of shoring, bracing, sloping or other provisions to be made by the Contractor for the purpose of worker protection from the hazard of caving ground during the excavation of trenches necessary for the construction of the project. If such plan varies from the shoring system standard established by the Construction Safety Orders, the plans shall be prepared and certified by a California registered civil or structural engineer; however, use of systems that are less effective than those required by the Construction Safety Orders is prohibited on this project.

Nothing in this requirement, or within Section 6422 of the Labor Code, shall be construed to impose tort liability to the Owner, City, or Employees.

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

10-1.16 TRENCH BACKFILL.

Trenches shall not be left open farther than three hundred (300) feet in advance of pipe laying operations or two hundred (200) feet to the rear thereof, unless otherwise permitted by the City.

BEDDING AND BACKFILL. All work shall conform to the applicable sections of the Standard Specifications, and the City of McFarland Improvement Standards. Bedding class shall be Class I, II or Class III as grouped by ASTM D-2321.

Backfill materials in the pipe zone shall be placed in layers not to exceed twelve (12) inches simultaneously, on each side of the pipe, in such a manner as not to damage or disturb the pipe or its alignment and grade.

Backfill material above the pipe zone shall be free of deleterious materials and lumps or stones exceeding three (3) inches in greatest dimension and shall be placed in layers not exceeding eighteen (18) inches. Each layer shall be thoroughly compacted by vibratory or mechanical tamping, or by a combination of these methods. Flooding and jetting shall not be allowed. There must be at least one foot of cover over the pipe before compaction above the pipe zone will be allowed.

Imported bedding and backfill material shall be obtained, and any excess bedding and backfill material shall be disposed, by any legal means at the disposal of the Contractor.

ACHIEVING FIRM BEDDING BELOW PIPE SPRINGLINE. Contractor shall provide "firm bedding" support for the pipe below the springline. Firm bedding means that the pipe must rest on the granular material specified previously in the Specifications.

Bell or coupling holes shall be carefully excavated at proper intervals, so that no part of the load is supported by the bells or couplings. During bedding and backfilling, consolidation of material around and under bells and couplings shall be avoided.

Contractor shall shovel-splice or hand tamp bedding in the haunch areas, as this will minimize voids beneath the pipe and in the haunch areas. Shovel-slicing or hand tamping shall be done before the bedding is brought up to the quarter point of the pipe.

INITIAL BACKFILL. "Bedding Material" as specified by ASTM 2321-8 shall be used in the pipe zone for initial backfill. After the pipe has been properly laid and inspected, initial backfill shall be placed on both sides and over the pipe to such a depth that, after thorough consolidation, the final depth shall be at least to the elevation shown on the plans. The material shall be consolidated by vibratory or mechanical tamping and the equipment and manner of tamping must be approved in writing by the City prior to commencing operation. Impact equipment may be allowed under the direction of the City. However, the Contractor is responsible for any damage resulting from the use of this equipment. Hydra-Hammer will not be permitted.

SUBSEQUENT BACKFILL. Above the level of initial backfill, the trench may be backfilled with native material with native material resulting from trench excavation, or at the option of the Contractor, select imported materials may be used. Native material or imported material may be compacted by tamping and/or rolling, using equipment and methods approved by the City.

When the Contractor compacts by tamping and/or rolling, the backfill material shall be placed in layers not exceeding eighteen (18) inches in loose depth, each layer being thoroughly compacted by tamping and/or rolling before succeeding layers are placed.

Compaction of subsequent backfill within two and one-half (2-1/2) feet of finished permanent surfacing grade shall be accomplished by tamping and/or rolling as specified above. Where the trench is within the pavement on existing streets, the backfill within two

and one-half (2-1/2) feet of finished permanent grade shall be compacted to ninety-five percent (95%) relative compaction.

Subsequent backfill placed by tamping and/or rolling shall be free from stones or lumps exceeding three (3) inches in greatest dimensions, vegetable matter, or other unsatisfactory materials.

In no case shall jetting be allowed for backfill compaction.

BACKFILL TESTING AND COMPACTION. Testing of backfill materials and compaction shall be in accordance with Section 19, "Earthwork", of the Standard Specifications, State of California Division of Highways, City of McFarland Standards, and these special provisions. County Standards are to be used only in the absence of an applicable City Standard.

Each layer of backfill shall be thoroughly compacted to the relative compaction of not less than is shown on City of McFarland Standards and Specifications. Relative compaction shall be determined by California Test Methods 216 or 231, or ASTM (current edition) D1557 and one of the following D2922 or D1556. Each layer of backfill material shall meet the compaction, sand equivalent, and gradation requirements before the next layer is placed.

If the relative compaction, as determined by testing, fails to meet the specified percentage, the trench shall be re-excavated and re-compacted.

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

10-1.17 UTILITIES.

The contractor shall provide all materials and labor required to construct the underground utilities as detailed on the construction plans, shall conform to the State Standard Specifications, and as specified herein.

Contractor shall provide materials for and construct and backfill the sanitary sewer system, water system, and appurtenances in accordance with City Standards.

The Contractor shall notify the appropriate regional notification center for operations of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing any excavation for construction area sign posts. The regional notification centers include but are not limited to the following:

Underground Service Alert (USA) Telephone: 811

It shall be the obligation of the Contractor to notify the various utility companies at least three (3) days in advance of closing and/or work in the street affecting said utility companies.

It shall be the obligation of the Contractor to immediately notify the affected utility company if relocation of any utilities will be required.

It is the responsibility of the contractor to cooperate and allow access to the job site by others.

EXISTING MANHOLE LIDS AND VALVE BOXES. Frames and covers of existing manholes, and water valve boxes shall be adjusted to grade in accordance with the Standard Specifications, the details shown on the plans, these special provisions, and City Standards.

Prior to grinding and paving operations, the Contractor shall remove the existing concrete pad and the frame and cover. A one-fourth (1/4) inch steel plate shall be placed over the manhole or water valve box and shall be maintained until the utility adjustment commences.

If existing facilities are damaged during removal, a new frame and cover shall be furnished.

The surface of the concrete shall be protected from public traffic for a minimum of three (3) days.

DOMESTIC WATER. Contractor shall furnish all labor and materials to install the water system as shown on the plans and in accordance with AWWA Standards, ACI Standards, ASTM Standards, the City of McFarland Improvement Standards Section 1 "Water System Design Criteria", all applicable City of McFarland Standard Drawings, and these special provisions.

WATER PIPING AND FITTINGS

- A. Copper Tubing: ASTM B88, Type K, annealed:
 - 1. Fittings: ASME B16.26, cast copper, alloy fittings for flared copper tube.
 - 2. Joints: Flared joints.
 - 3. Size: Copper tube – 3/4 to 3 1/2 Nominal Pipe Size (NPS).
- B. Polyethylene Pipe: AWWA C901 ASTM D2737, SDR-9, PE3408 for 200psi pressure rating:
 - 1. Fittings: AWWA C901, molded.
 - 2. Joints: Compression with stainless steel inserts.

Excavate pipe trench in accordance with Section 10-1.15 "Trenching Excavation" and Section 10-1.17 "Trench Backfill."

Maintain separation of water main from sewer piping in accordance with City of McFarland and State of California standards.

Install pipe to indicated elevation to within tolerance of 5/8-inches and route pipe in straight line.

Install pipe to allow for expansion and contraction without stressing pipe or joints.

Form and place concrete for thrust restraints at each elbow or change of direction of pipe main as required by City of McFarland standards.

Establish elevations of buried piping with not less than 42-inches of cover.

Flush and disinfect domestic water piping system in accordance with State of California, AWWA C651, and the City of McFarland Standards.

Perform pressure test on domestic site water distribution system in accordance with AWWA C600 and the City of McFarland Standards.

UTILITY STRUCTURES

Precast concrete utility structures shall be obtained from a single source, be designed in accordance with ACI 318, conform to material and fabrication requirements of ASTM C913, have welding performed in accordance with AWS D1.1 (structural steel) and D1.4 (reinforcing steel).

Do not install structures where site conditions induce loads exceeding structural capacity of structures.

Inspect precast concrete structures immediately prior to placement in excavation to verify are internally clean and free from damage. Remove and replace damaged units.

Installation:

Install underground precast utility structures in accordance with ASTM C891.

Lift precast concrete structures at lifting points designated by manufacturer.

When lowering structures into excavations and joining pipe to units, take precautions to ensure interior of pipeline and structure remains clean.

Install precast concrete base to elevation and alignment indicated on Drawings.

Install precast concrete utility structures to elevation and alignment indicated on Drawings.

Assemble multi-section structures by lowering each section into excavation.

Clean joint surfaces.

Install watertight joint seals in accordance with manufacturer's instructions using gasket joints, external sealing bands, preformed joint sealants, elastomeric joint sealants, or grout.

Remove knockouts or cut structure to receive piping without creating openings larger than required to receive pipe. Fill annular space with grout.

Connect pipe to structure and seal watertight. Cut pipe flush with interior of structure.

Grout base foundation slab to achieve slope to exit piping. Trowel smooth. Contour to form continuous drainage channel as indicated on Drawings.

Set frame and cover and access hatch level without tipping, to elevations indicated on Drawings.

All frames and covers shall be H20 rated. Frames and covers within pavement and concrete shall be pedestrian rated with ½" maximum openings in the direction of travel and installed flush with surrounding hardscape per the CBC and ADA Requirements.

Set cover and access hatch 2 inches above finished grade for structures located within unpaved areas to allow area to be graded away from cover beginning 1 inch below top surface of frame.

Touch up damaged galvanized coatings.

Backfill excavations for structures in accordance with Section 10-1.17 "Trench Backfill"

SANITARY SEWER. Contractor shall furnish all labor and materials to install the sewer system as shown on the plans and in accordance with ASTM and AWWA Standards, the City of McFarland Improvement Standards Section 2 "Sewer System Design Criteria", and all applicable City of McFarland Standard Drawings.

MATERIALS

- A. Pipe and Fittings:
 - 1. 4 through 15-inch: ASTM D3034, SDR 35 PVC.
 - 2. 18 through 27-inch: ASTM F679, SDR 35 PVC.
- B. Joints:
 - 1. ASTM D3213 Push-on joints
- C. Gaskets:
 - 1. ASTM F477 elastomeric.

PREPARATION

Remove large stones or other hard matter capable of damaging pipe or impeding consistent backfilling or compaction.

Protect and support existing sewer lines, utilities, and appurtenances.

Maintain profiles of utilities. Coordinate with other utilities to eliminate interference. Notify Engineer where crossing conflicts occur.

PIPE INSTALLATION

Excavate pipe trench in accordance with Section 10-1.15 "Trenching Excavation."

Dewater excavations to maintain dry conditions and preserve final grades at bottom of excavation.

Place bedding material at trench bottom, level materials in continuous layer not exceeding 6 inches, and compact to 90 percent.

Install pipe, fittings, and accessories in accordance with ASTM D2321. Lay pipe to slope gradients noted on drawings; with maximum variation from indicated slope of 1/8-inch in 10-feet. Begin at downstream end and progress upstream laying bell and spigot pipe with bells upstream. Maintain minimum separation between sewer and water pipe as depicted by applicable codes and City of McFarland Improvement Standards.

Place pipe in a shaped bed of material. Excavate suitable bell holes so entire barrel of pipe rests on the bedding material.

Keep pipe and fittings clean until work is completed and accepted by Engineer. Cap open ends during periods of work stoppage.

INSTALLATION OF WYE BRANCHES AND TEES

See City of McFarland Standard Drawings.

Install wye branches or pipe tees at locations indicated on plans concurrent with pipe laying operations. Use standard fittings of same material and joint type as sewer main.

Maintain minimum 5-feet separation distance between wye connection and manhole.

Use saddle wye or tee with stainless steel clamps for taps into existing piping. Mount saddles with solvent cement or gasket and secure with metal bands. Layout holes with template and cut holes with mechanical cutter.

INSTALLATION - SANITARY LATERALS

Construct laterals from wye branch to terminal point at 5-feet from building.

Maintain 3-feet minimum depth of cover over pipe.

Install watertight plug, braced to withstand pipeline test pressure thrust, at termination of lateral. Install temporary marker stake extending from end of lateral to 12 inches above finished grade. Paint top 6 inches of stake with fluorescent orange paint.

INSTALLATION – SANITARY SEWER CLEANOUTS

Install and connect to sanitary sewer cleanouts per the City of McFarland Improvement Standards.

INSTALLATION – SANITARY SEWER MANHOLES

Install sanitary sewer manholes per the City of McFarland Improvement Standards.

BACKFILLING

Backfill around sides and to top of pipe with cover fill in maximum lifts of 8 inches, tamp in place and compact to 90 percent. Maintain optimum moisture content of bedding material to attain required compaction density.

Backfill around sides and to top of pipe in accordance with Section 10-1.17 "Trench Backfill."

Install tracer wire and warning tape as required per applicable codes and City of McFarland Improvement Standards.

TESTING

Perform all necessary tests including but not limited to: Pressure Test, Infiltration Test, and Deflection Test per ASTM test methods and the City of McFarland Improvement Standards

Request inspection as required by City of McFarland prior to placing bedding.

When tests indicate Work does not meet specified requirements, remove work, replace, and retest.

Frequency of Compaction Tests on site work. One test for each lift for each 500-LF of pipe or fraction thereof.

Provide Sewer video record in accordance with City of McFarland Standards.

PAYMENT. The price paid for each Tie to Existing Water shall include all full compensation for furnishing all labor, materials, tools and equipment and for doing all work involved with the connection to existing water pipe up to the installation of the water meter. Work includes, but is not necessarily limited to trenching, connections, piping, fittings, installation of water meter, backfill, AC patch, replacement of striping, etc.

Full compensation for the construction of the Onsite Water System as specified will be paid for at the contract lump sum price. Work includes, but is not necessarily limited to connection to new water meter, installation of domestic backflow preventor, trenching, piping, fittings, valves etc.

The price paid for each Tie to Existing Sanitary Sewer shall include all work involved with the new manhole connection to existing sanitary sewer pipe and the installation of sanitary sewer lateral up to, but not including, the first sanitary sewer cleanout on site. Work includes, but is not necessarily limited to trenching, connections, piping, fittings, pumping and diverting existing sewer flows, if necessary, backfill, AC patch, replacement of striping, etc.

Quantities of 4" Sanitary Sewer Pipe, from the first cleanout closest to the connection on, shall be paid for at the contract price per linear foot, measurement of which shall be the actual lengths in the field.

Quantities of Sanitary Sewer Cleanouts shall be paid for at the contract unit price per Sanitary Sewer Cleanout.

The above prices and payments shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in the construction of the above sanitary sewer and water items, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the City.

10-1.18 FINISHING ROADWAY.

Finishing roadway shall conform to the provisions in Section 22, "Finishing Roadway", of the Standard Specifications and these special provisions.

In addition to the conditions, provisions and requirements of Section 22, of the Standard Specifications, the following shall apply:

The Contractor shall remove, from all affected areas, whether inside or outside the project limits, all excess and/or objectionable material originating within the project limits and transported by public traffic or by the Contractor's operations.

The Contractor may use any method, approved by the City, that does not create a dust problem to remove the excess and/or objectionable material from the affected areas. However, in residential areas, when a broom is used, a self-contained, pick-up type, power broom with water distribution system shall be used.

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

10-1.19 AGGREGATE BASE.

Aggregate base shall be Class 2 and shall conform to either

1.) The provisions in Section 26, "Aggregate Bases", of the Standard Specifications, except the restriction that the amount of reclaimed material included in Class 2 aggregate base not to exceed 50 percent of the total volume of the aggregate used shall not apply.

OR

2.) The provisions in section 200-2.4, "Crushed Miscellaneous Base", of the Standard Specifications for Public Works Construction, the "Greenbook".

Any recycled base material considered for use will require a certification letter prior to delivery. The certification shall include gradation and quality test results and have the seal and signature of a California registered civil engineer with expertise in geotechnical engineering and materials. The certification should be submitted to the City. Following the initial approval, material shall be accompanied by a Certificate of Compliance in accordance with Section 6-1.07 of the CalTrans Standard Specifications.

Other recycled bases such as those that contain "aggregate" source materials other than reclaimed asphalt concrete products, portland cement products, and aggregate bases shall not be allowed in any roadway section.

Aggregate base shall be compacted to ninety-five percent (95%) relative compaction. Compaction will be determined by the following test methods: California No. 216, California No. 231, or ASTM (current edition) D1557 and one of the following D2922 or D1556.

MEASUREMENT AND PAYMENT. Aggregate Base shall be measured and paid for by volume of the materials per cubic yard. The contract price paid per cubic yard shall include full compensation for furnishing all labor, materials, tools and equipment and for doing all work involved in the placement of the Aggregate Base as specified.

10-1.20 ASPHALT CONCRETE (TYPE 'A').

Asphalt concrete shall be Type A and shall conform to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications and these special provisions.

Prior to the addition of asphalt binder, the combined mineral aggregate for Type A (modified) asphalt concrete shall conform to the requirements of Section 39-2.02B(4), "Aggregates," of the Standard Specifications.

Asphalt binder for Type A asphalt concrete shall be PG 64-10 performance graded asphalt, unless otherwise directed by the City. The asphalt binder shall conform to the requirements in the table for "PG Asphalt Binder," in Section 92-1.02B, "Performance Grade Asphalt Binders," in Section 92 "Asphalt Binders" of the Standard Specifications.

The amount of asphalt binder to be mixed with the mineral aggregate shall be determined by the Contractor in accordance with California Test Method 367 using samples of materials proposed for use in the work. The amount of asphalt binder shall be approved by the City.

At least 20 days prior to the start of work, the Contractor shall submit the following for the City's review and approval:

- a. A list of aggregate and asphalt sources.
- b. Documentation verifying that the aggregates to be incorporated in the work conform to the requirements of Section 39-2.02B(4), "Aggregates," of the Standard Specifications and these special provisions. Material sieve analysis and sand

equivalent test results should not be older than six (6) months. All other test results should not be older than one (1) year.

- c. An asphalt concrete mix design determined in accordance with California Test 367. Laboratory test results on which the design is based shall be submitted with the mix design along with the theoretical maximum density of the design mixture as determined by ASTM D-2041. The asphalt concrete mix shall meet the requirements of Section 39- 2.02B(4), "Aggregates," of the Standard Specifications and these special provisions. If the data submitted shows that the materials are substantially the same as when the design was prepared, the design may be up to three (3) years old. The Contractor shall bear all costs associated with the asphalt concrete mix design.

ASPHALT CONCRETE USING RECLAIMED ASPHALT PAVEMENT. The Contractor may produce asphalt concrete Type A using reclaimed asphalt pavement (RAP). Asphalt concrete produced using RAP shall conform to the provisions for asphalt concrete in Section 39, "Asphalt Concrete," and these special provisions. The Contractor may substitute RAP for a portion of the virgin aggregate in asphalt concrete in an amount not exceeding 15 percent of the asphalt concrete dry aggregate mass.

All references to the term Hot Mix Asphalt (HMA) found in Caltrans Technical Documents and Reports shall be considered interchangeable with the term Asphalt Concrete from Section 39 of the Caltrans Standard Specifications.

RAP shall be processed from asphalt concrete removed from pavement surfaces. RAP shall be stored in stockpiles on smooth surfaces free of debris and organic material. RAP stockpiles shall consist only of homogeneous RAP. The Contractor may process and stockpile RAP throughout the project's life. Processing and stockpiling operations shall prevent material contamination and segregation.

The Contractor shall determine the amount of asphalt binder to be mixed with the combined virgin aggregate and RAP in conformance with the requirements in California Test 367 amended by Lab Procedure-9 (LP-9), "Hot Mix Asphalt (HMA) Using Up To 15% Reclaimed Asphalt Pavement (RAP)." LP-9 is available at: <http://www.dot.ca.gov/hq/esc/Translab/ofpm/fpmlab.htm>.

At least 20 days before starting production of asphalt concrete using RAP, the Contractor shall submit a proposed asphalt concrete mix design in writing to the City. The mix design submittal shall consist of the following:

- A. An asphalt concrete mix design determined in accordance with California Test 367. Laboratory test results on which the design is based shall be submitted with the mix design along with the theoretical maximum density of the design mixture as determined by ASTM D-2041. The asphalt concrete mix shall meet these special provisions. If the data submitted shows that the materials are substantially the same as when the

design was prepared, the design may be up to one (1) year old. The Contractor shall bear all costs associated with the asphalt concrete mix design.

B. RAP:

1. Processed stockpile locations.
2. LP-9 test results.
3. Correlation factor for aggregate gradations from California Test 382 and LP-9.
4. The substitution rate for virgin aggregate and percent RAP.

C. Virgin aggregate and supplemental fine aggregate blend:

1. Percent passing values for each sieve size.
2. Aggregate quality tests results.
3. Each aggregate source to be used including producer, location, and California Mine Identification number.
4. Percentage of each aggregate stockpile, cold feed, and hot bin to be used.
5. Gradation of each aggregate stockpile, cold feed, and hot bin to be used.

D. Asphalt binder:

1. Source.
2. Material Safety Data Sheets.

E. Antistrip additives, if used:

1. Name of product.
2. Name of manufacturer.
3. Manufacturer's designation and proposed rate.
4. Location and method of addition.
5. Material Safety Data Sheets.

F. Asphalt concrete:

1. A completed mix design that reflects the percent of RAP to be used including the electronic worksheet identified in LP-9.
2. In graphical format, stability and air voids versus asphalt binder percentage of asphalt in conformance with the requirements in CTM 367.

G. Asphalt concrete production using RAP shall not begin until the City approves the mix design. If the City fails to review the mix design in 20 days, and if, in the opinion of the City, work completion is delayed as a result of the failure to review, the City will adjust payment and contract time accordingly.

H. If proposing a change in the RAP substitution rate, the Contractor shall notify the City. If the substitution rate changes more than 5 percent by dry aggregate mass in the asphalt concrete mixture, the Contractor shall submit a new mix design.

- I. The aggregate gradation for the asphalt concrete produced with RAP shall be calculated based on the mathematical combination of the virgin aggregate gradation during production and the daily RAP gradation. RAP shall be sampled and gradation shall be determined in conformance with the requirements in LP-9. RAP gradations shall be:
 - 1. Determined daily by the Contractor.
 - 2. Used for the mathematical combination of that day's asphalt concrete production.
 - 3. Reported to the City.
- J. The Contractor shall perform quality control testing of the RAP source each day asphalt concrete using RAP is produced.
- K. The Contractor shall perform quality control testing of the aggregates and the asphalt concrete mixture at least once for every 1,000 tons of asphalt concrete using RAP produced, but not less than 2 tests per day.
- L. Daily, the Contractor shall submit to the City:
 - 1. Results for RAP gradation and the asphalt binder content in RAP determined in conformance with the requirements in LP-9.
 - 2. Mathematical calculation of the gradation of the virgin aggregate and RAP aggregate blend.
 - 3. Correlation factor for RAP burn-off determined in conformance with the requirements in LP-9.
- M. RAP proportioning shall conform to the provisions for aggregate proportioning specified in the Standard Specifications and these special provisions. The Contractor's mixing equipment shall have a device that safely provides a sample representative of the virgin aggregate and RAP incorporated into the asphalt concrete. The Contractor shall sample in conformance with the requirements in California Test 125 and LP-9.
- N. The temperature of asphalt concrete using RAP shall not exceed 330° F.
- O. If batch mixing is used, RAP shall be kept separate from the virgin aggregate until both ingredients enter the weighhopper or pugmill. After introduction to the pugmill and before asphalt binder is added, the mixing time for the virgin aggregate and RAP shall not be less than 5 seconds. After asphalt binder is added, the mixing time shall not be less than 30 seconds.
- P. If continuous mixing is used, the RAP shall be protected from direct contact with the burner flame with a device such as a shield, separator, or second drum.

Prior to the addition of asphalt binder, the combined mineral aggregate for Type B (modified) asphalt concrete using RAP shall conform to the following requirements:

Aggregate must be clean and free from deleterious substances.

Aggregate:

1. Retained on the No. 4 sieve is coarse
2. Passing the No. 4 sieve is fine
3. Added and passing the No. 30 sieve is supplemental fine, including:
 - 3.1. Hydrated lime
 - 3.2. Portland cement
 - 3.3. Fines from dust collectors

These special provisions specify the aggregate gradation for each Asphalt Concrete type.

The specified aggregate gradation is before the addition of asphalt binder and includes supplemental fines. The City tests for aggregate grading under California Test 202, modified by California Test 105 if there is a difference in specific gravity of 0.2 or more between the coarse and fine parts of different aggregate blends.

Choose a sieve size target value (TV) within each target value limit presented in the aggregate gradation tables.

AGGREGATE GRADATION (PERCENTAGE PASSING) ASPHALT CONCRETE TYPES A AND B

3/4-inch Asphalt Concrete Types A and B

Sieve Sizes	Target Value Limits	Allowable Tolerance
1"	100	—
3/4"	90 - 100	TV $\pm$ 5
1/2"	70 - 90	TV $\pm$ 6
No. 4	45 - 55	TV $\pm$ 7
No. 8	32 - 40	TV $\pm$ 5
No. 30	12 - 21	TV $\pm$ 4
No. 200	2 - 7	TV $\pm$ 2

1/2-inch Asphalt Concrete Types A and B

Sieve Sizes	Target Value Limits	Allowable Tolerance
3/4"	100	—
1/2"	95 - 99	TV $\pm$ 6
3/8"	75 - 95	TV $\pm$ 6
No. 4	55 - 66	TV $\pm$ 7
No. 8	38 - 49	TV $\pm$ 5
No. 30	15 - 27	TV $\pm$ 4
No. 200	2 - 8	TV $\pm$ 2

Before the addition of asphalt binder and lime treatment, aggregate must comply with:

AGGREGATE QUALITY

Quality Characteristic	Test Method	Asphalt Concrete Type			
		A	B		
Percent of crushed particles Coarse aggregate (% min.) One fractured face Two fractured faces Fine aggregate (% min) (Passing No. 4 sieve and retained on No. 8 sieve.) One fractured face	CT 205	90 75 70	25 -- 20		
Los Angeles Rattler (% max.) Loss at 100 Rev. Loss at 500 Rev.	CT 211	12 45	-- 50		
Sand equivalent (min.) ^a	CT 217	47	42		
Fine aggregate angularity (% min.) ^b	AASHTO T 304 Method A	45	45		

Flat and elongated particles (% max. by weight @ 5:1)	ASTM D 4791	10	10		
---	-------------	----	----	--	--

Notes:

^a Reported value must be the average of 3 tests from a single sample.

^b The City waives this specification if HMA contains less than 10 percent of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

Asphalt binder for Type B (modified) asphalt concrete using RAP shall be PG 64-10 performance graded asphalt, unless otherwise directed by the City.

Perform a mix design that produces Asphalt Concrete in compliance with:

ASPHALT CONCRETE MIX DESIGN REQUIREMENTS

Quality Characteristic	Test Method	Asphalt Concrete Type		
		A	B	
Air voids content (%)	CT 367 ^a	4.0	4.0	
Voids in mineral aggregate (% min.)	LP-2	17.0	17.0	
No. 4 grading		15.0	15.0	
3/8" grading		14.0	14.0	
1/2" grading		13.0	13.0	
3/4" grading				
Voids filled with asphalt (%)	LP-3	76.0 – 80.0	76.0 – 80.0	
No. 4 grading		73.0 – 76.0	73.0 – 76.0	
3/8" grading		65.0 – 75.0	65.0 – 75.0	
1/2" grading		65.0 – 75.0	65.0 – 75.0	
3/4" grading				
Dust proportion	LP-4	0.9 – 2.0	0.9 – 2.0	
No. 4 and 3/8" gradings		0.6 – 1.3	0.6 – 1.3	
1/2" and 3/4" gradings				
Stabilometer value (min.) ^c	CT 366	30	30	
No. 4 and 3/8" gradings		37	35	
1/2" and 3/4" gradings				

Notes:

^a Calculate the air voids content of each specimen using California Test 309 and Lab Procedure LP-1. Modify California Test 367, Paragraph C5, to use the exact air voids content specified in the selection of OBC.

^c Modify California Test 304, Part 2.B.2.c: "After compaction in the compactor, cool to 140 °± 5 °F by allowing the briquettes to cool at room temperature for 0.5-hour, then place the briquettes in the oven at 140 °F for a minimum of 2 hours and not more than 3 hours."

PLACEMENT AND COMPACTION. Where new asphalt concrete pavement is to conform to existing paved surfaces, the existing pavement shall be saw cut.

A prime coat will not be required on non-paved areas to be surfaced prior to the placement of asphalt concrete, however, all other subgrade preparation requirements of the Standard Specifications shall be met.

The area to which paint binder has been applied shall be closed to public traffic. Care shall be taken to avoid tracking binder material onto the existing pavement surface beyond the limits of construction.

Paving joints shall match stripe locations unless otherwise permitted by the City.

Intersections and tapered shoulders shall be surfaced as directed by the City. Additional asphalt concrete shall be placed at road connections and private drives, where shown on the plans and as directed by the City, and hand raked, if necessary, and compacted to form smooth, tapered connections.

Where the compacted thickness of a layer of asphalt concrete is 0.15 foot or less, paving operations shall be conducted in such a manner that, at the end of each work shift, the length of pavement along the longitudinal drop-off between adjacent lanes is not greater than that which can be surfaced during the following shift of normal paving operations. Additional asphalt concrete shall be placed along the transverse drop-offs on each lane. Such additional asphalt concrete shall be hand raked and compacted to form temporary conforms before the lanes are opened to public traffic. Kraft paper, or other approved bond breaker, may be placed under the conforms to facilitate the removal of the conforms when paving operations resume.

Where the compacted thickness of a layer of asphalt concrete is more than 0.15 foot, paving operations shall be conducted in such a manner that the layer of asphalt concrete is placed on all contiguous lanes of the traveled way before the lanes are opened to public traffic. At the end of each work shift, the distance between the ends of a layer of asphalt concrete on adjacent lanes shall not be greater than 10 feet. Additional asphalt concrete shall be placed along the transverse drop-offs on each lane and along the longitudinal drop-off between adjacent lanes. Such additional asphalt concrete shall be hand raked and compacted to form temporary conforms before the lanes are opened to public traffic. Kraft paper, or other approved bond breaker, may be placed under the conforms to facilitate the removal of the conforms when paving operations resume.

Asphalt concrete shall be compacted to a minimum 92 percent of the maximum theoretical density as determined by ASTM D-2041. In-place density shall be determined in accordance with California Test 375.

Spreading and compacting shall be in accordance with the Standard Specifications.

If the finished surface of the asphalt concrete does not meet the specified surface tolerances, it shall be brought within tolerance by either: (1) abrasive grinding with equipment utilizing diamond blades, (2) removal and replacement, or (3) placement of an asphalt concrete overlay. The method will be selected by the City. The corrective work shall be at the Contractor's expense.

If abrasive grinding is used to bring the finished surface to specified surface tolerances, additional grinding shall be performed, as necessary, to enlarge the grinding area so that the longitudinal limits of grinding are at a constant offset from, and are parallel to, the nearest lane line or pavement edge, and the transverse limits of grinding are normal to the pavement centerline. All ground areas shall be neat rectangular areas of uniform surface appearance. Abrasive grinding shall conform to the requirements of the Standard Specifications. A fog seal coat shall be applied to all ground areas at the Contractor's expense. The fog seal coat shall be either asphalt rejuvenating agent or asphaltic emulsion as directed by the City.

MEASUREMENT AND PAYMENT. Asphalt Concrete, Type A shall be measured and paid for by weight of the materials per ton or by the calculated weight (145 lbs per cu ft x length x width x depth /2000), whichever is less. The contract price paid per ton shall include full compensation for furnishing all labor, materials, tools and equipment and for doing all work involved in the placement of the Asphalt Concrete as specified.

10-1.21 ASPHALTIC PAINT BINDER.

Asphaltic paint binder shall be asphaltic emulsion, conforming to Section 94, "Asphaltic Emulsions", of the Standard Specifications. It shall be applied as set forth in Section 39 of the Standard Specifications and these special provisions at the rate of 0.05 gallons per square yard of surface covered.

PAYMENT. Full compensation for conforming to the requirements of this article shall be considered as included in the various items of work and no additional compensation will be allowed therefor.

10-1.22 PARKING LOT SIGNS.

Parking lot signs shall conform to the CALTRANS 2018 Standard Plan A90A, City of McFarland post installation standards, and these special provisions.

Miscellaneous signs and post installation shall conform to City Standards. Where signposts are placed within concrete sidewalk the sidewalk shall be core drilled. Roto hammering or other similar methods will be permitted provided that the perimeter of the damaged area is

sawcut to the limits required to form a neat finish as directed by the City. Signs shall be installed as shown on the plans. Sign panels shall be mounted on posts with Hawkins M2G series bolt and vandal proof nut assembly or equal. Roadside signs installed per City Standards, shall be located within sidewalk six inches from back. Signs mounted on signal or other poles shall be attached with stainless steel strap and vandal proof bolt and nut assembly.

MEASUREMENT AND PAYMENT. The contract price paid for each Parking Lot Sign shall include full compensation for furnishing all labor, materials, tools and equipment, and for doing all work necessary for complete installation of the signs including foundations, poles and sign panels.

10-1.23 PARKING LOT STRIPING.

Contractor shall furnish all labor and materials to complete the pavement striping as called for on the plans and as specified herein.

Striping shall be in accordance with Section 84-2 "Traffic Stripes and Pavement Markings" of the Standard Specifications. Colors shall be white for all non-ADA accessible applications and blue for ADA accessible items. All crosswalks and traffic directed painting such as "STP" shall be glass beaded. Parking lot space striping need not be glass beaded.

PAYMENT. Full compensation for Parking Lot Striping as specified will be paid for at the contract lump sum price, which price shall include full compensation for furnishing all labor, materials, tools and equipment and for doing all work involved in the construction of the parking lot striping as specified.

10-1.24 MISCELLANEOUS CONCRETE CONSTRUCTION.

Portland Cement concrete curbs, sidewalks, accessible ramps and miscellaneous construction shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalk", of the Standard Specifications, City of McFarland Standards, the construction drawings, and these special provisions. This work shall consist of furnishing all labor, tools, equipment and materials necessary for the installation of all miscellaneous concrete as shown on the plans and specified herein.

Concrete curbs, landscape mow curbs, and curb and gutter may be constructed by the fixed form method or by extrusion or slip forming. However, it is required to use equipment which is controlled automatically for alignment, grade, and cross slope by sensing from preset string lines for construction using the extrusion or slip form methods.

All concrete walks and accessible ramps shall conform to ADA standards and have expansion joints as prescribed in the plans.

MEASUREMENT AND PAYMENT. Quantities of Curb and Gutter shall be paid for at the contract price per linear foot, measurement of which shall be the actual lengths in the field,

including breakdowns for accessible ramps and drive approaches and transitions to and from full gutter depression.

Quantities of Concrete Curb shall be paid for at the contract price per linear foot of curb, including transitions to and from full curb height.

Quantities of Concrete Mow Curb shall be paid for at the contract price per linear foot, measurement of which shall be the actual lengths in the field,

Quantities of Concrete Walk shall be paid for at the contract price per square foot of walk.

Quantities of Decorative Concrete Walk shall be paid for at the contract price per square foot of walk. Location and design of Decorative Concrete Walk as shown on plans.

Quantities of Accessible Ramps shall be paid for at the contract unit price per Accessible Ramp.

Quantities of Concrete V-Gutter shall be paid for at the contract price per linear foot of Concrete V-Gutter construction, including transitions to and from full flowline depression.

Quantities of Drive Approaches shall be paid for at the contract unit price per Drive Approach, including thickened walk behind drive approach in vehicular travel way.

Quantities of Concrete Accessible Stalls shall be paid for at the contract price per square foot of Concrete Accessible Stalls. Concrete section and limits of concrete in parking lot as shown on plans.

The above prices and payments shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in the construction of curb and gutter, curb, curb height transitions, v-gutter, gutter depression transitions, walks, accessible ramps, and drive approaches, and accessible stalls, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the City.

10-1.26 REINFORCED CONCRETE.

The work included herein shall conform to Section 51 "Concrete Structures" and Section 90 "Concrete" of the Standard Specifications, City of McFarland Standards, the construction drawings, and these special provisions. This work shall consist of furnishing all labor, tools, equipment and materials necessary for the installation of all reinforced concrete as shown on the plans and specified herein.

STRUCTURAL CONCRETE. Structural concrete, in general, consists of reinforced structures, foundations and footings and shall conform to the following:

Strength: The minimum ultimate (28 days) compressive strength of all structural concrete shall be 3500 psi.

Concrete Mix: All structural concrete shall be Class "2" with Type II Portland Cement. The maximum size of aggregate shall be 1-1/2 inches.

Slump: The amount of water used for mixing (including free moisture carried by the aggregate) shall not exceed the maximum necessary to produce a 4-inch slump as determined by ASTM test method C- 143.

Placing: Concrete shall be placed in accordance with Section 51-1.03D "Placing Concrete" of the Standard Specifications.

Forms: All formwork shall conform to Section 51-1.03C(2) "Forms" of the Standard Specifications.

Defective Concrete: Concrete not meeting the minimum strength requirement, not formed as indicated, not true to intended alignment, which has large voids or rock pockets, which has wood or other debris embedded which has a surface deviation greater than 1/8 inch in 10'-0", or does not fully conform to the specifications shall be deemed defective, and if so directed by the City, shall be removed and replaced with concrete complying with the drawings and specifications.

MORTAR, DRYPACK AND NON-SHRINK GROUT. Where called for in the plans and specifications the contractor shall provide mortar, drypack or non-shrink grout as follows:

All mortar shall conform to Section 51-1.02F "Mortar" and Section 51.1.03E(2) "Placing Mortar" of the Standard Specifications.

CURING. All newly placed concrete shall be kept moist for the first seven (7) days after the concrete has been placed. This shall be achieved by one of the following methods:

- a. Ponding.
- b. Cotton mats, rugs or carpets kept continuously wet.
- c. Kraft paper or plastic film with joints sealed or taped. The perimeter of the paper shall be sprinkled once daily.
- d. Curing compound method: All exposed cast in place concrete shall be cured with white pigmented curing compound (State Spec. 8030-71D-05, Type 1) in accordance with Section 90-1.03B(3) "Curing Compound Method", of the Standard Specifications.

Forms may be used to cure formed portions in accordance with Section 90-1.03B(5) "Forms-In-Place Method" of the Standard Specifications. If the forms are removed prior to seven (7) days after the pour, the newly exposed areas shall be cured for the remainder of the seven (7) days by one of the above methods.

Wheel Stops shall be as manufactured by Modern Precast or approved equal. Wheel stops shall be reinforced concrete and shall be 4 feet long and 4-5/8" high. The bumpers shall be

anchored to the pavement with 12" long #4 rebar anchors. Holes to receive the anchors shall be neatly grouted full.

PAYMENT. Full compensation for constructing any foundations shall be considered as included in the unit prices paid for various items of work and no additional compensation will be allowed therefor.

Quantities of Wheel Stops shall be paid for at the contract price for each Wheel Stop.

Full compensation for Concrete Steps as specified will be paid for at the contract lump sum price.

Quantities of Concrete Retaining Curb shall be paid for at the contract price per linear foot, measurement of which shall be the actual lengths in the field,

The above prices and payments shall include full compensation for furnishing all labor, materials (including adhesive, or reinforcing steel and dowels for anchoring curbs to existing pavement), tools, equipment and incidentals, and for doing all work involved in the construction of wheel stops, concrete steps, and concrete retaining curbs, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the City.

10-1.27 METAL WORK.

The work included herein shall conform to Sections 52 "Reinforcement", 55 "Steel Structures" and 75 "Miscellaneous Metal" of the Standard Specifications. This work shall consist of furnishing all labor, tools, equipment and materials necessary for the installation of all reinforcing steel, structural steel and miscellaneous metal as shown on the plans and specified herein and as directed by the City.

REINFORCING STEEL. Bars shall be deformed bars conforming to ASTM A-615, Type S, as follows:

<u>Bar Size</u>	<u>Grade</u>
#4 and smaller	Grade 60
#5 and larger	Grade 60

All reinforcing steel shall be new, clean, and free from oil, dirt, loose mill scale, excessive rust, mortar, or other coating that would destroy or reduce the bond.

The bending and placing of all reinforcement shall conform to the "Manual of Standard Practice" of the American Concrete Institute. Bends shall be made around a pin having a diameter of not less than four (4) times the bar diameter for stirrups and ties, six (6) times the bar diameter for other bars except for bars larger than 1" which shall be eight (8) times the bar diameter. Bars shall be bent cold.

Reinforcing shall be accurately placed in accordance with the drawings and shall be securely tied in position with at least No. 16 gauge annealed wire at all bar intersections. Metal chairs and bolsters shall be used to hold all steel above the form bottoms at the proper distance. Metal spacers shall be used to secure the proper spacing of the steel. Precast concrete blocks shall be used to support reinforcing steel off the ground in footings and off the soffit of concrete exposed to weather. The clear distance between parallel bars shall not be less than 1½ times the bar diameter, but in no case less than 1 ½ inches nor less than 1-1/3 times the maximum size of coarse aggregate.

Splices shall be made with a lap of at least 30 bar diameters unless noted otherwise. The bars shall be placed in contact and wired together in such a manner as to maintain a clearance of not less than the minimum clear distance to the other bars and to the surface of the concrete. Minimum clear distance to all concrete surfaces shall be 2 inches unless otherwise noted on the plans.

ANCHOR BOLTS AND CONCRETE ANCHORS. Concrete anchorage devices shall be installed in the concrete as shown on the plans so that the attached equipment will bear firmly against the concrete.

BOLTED CONNECTIONS. All bolts, nuts and washers shall be #304 or #316 stainless steel.

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

10-1.28 DECOMPOSED GRANITE.

10-1.29 UNDER WALK DRAINS.

The contractor shall provide all materials and labor required to construct and install the Under Walk Drains as detailed on the construction plans and per these special provisions.

PAYMENT. Quantities of Under Sidewalk Drains shall be paid for at the contract unit price per Under Sidewalk Drain.

Quantities of Under Trail Drains shall be paid for at the contract unit price per Under Trail Drain.

The above prices and payments shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in the construction of Under Walk Drains, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the City.

10-1.30 BOLLARDS.

The contractor shall provide all materials and labor required to install the Bollards as detailed on the construction plans and per these special provisions.

PAYMENT. Quantities of Fixed Bollards shall be paid for at the contract unit price per Fixed Bollard.

Quantities of Removable Bollards shall be paid for at the contract unit price per Removable Bollards

The above prices and payments shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in the construction of Fixed Bollards and Removable Bollards, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the City.

10-1.31 FENCING AND GATES.

The work included herein shall conform to Section 80 "Fences", Section 80-3 "Chain Link Fences", and Section 80-10 "Gates" of the Standard Specifications, ASTM Standards, ADA Standards, CCR Title 24, Part 2, CBC, City of McFarland Standards, the construction drawings, and these special provisions. This work shall consist of furnishing all labor, tools, equipment and materials necessary for the installation of all fencing and gates as shown on the plans and specified herein.

CHAINLINK FENCE.

MATERIALS

- A. Framing (Steel): ASTM F1083 Schedule 80 galvanized steel pipe, welded construction, minimum yield strength of 25-ksi; coating conforming to ASTM F1043 Type A on pipe exterior and interior.
- B. Fabric Wire (Steel): ASTM A392 Class 1 zinc coated.
- C. Concrete: ASTM C94/C94M, Option A; Normal Sulfate Resisting Portland Cement, 2,500 psi strength at 28-days.

COMPONENTS

- A. Line Posts: 2 3/8-inch diameter, 3.65 lb/ft.
- B. Corner and Terminal Posts: 3 1/2-inch, 7.58 lb/ft.
- C. Gate Posts:
 - 1. 3 1/2-inch for gates up to 5-feet wide.
 - 2. 6 5/8-inch for gates 6 to 12-feet wide.
- D. Top and Brace Rail: 1 5/8-inch O.D. galvanized steel, plain end, sleeve coupled.
- E. Gate Frame: galvanized adjustable turnbuckle for 3/8-inch diameter galvanized steel adjustable truss rod.
- F. Fabric: 2 x 2-inch mesh x 9-gauge galvanized fence fabric, top salvage knuckle end closed, twisted tight, bottom selvage twisted tight. Knuckle end closed. Fence fabric to be galvanized before weaving (GBW).
- G. Tension Wire: 7-gauge galvanized steel, single strand, marcelled, spiraled or crimped, aluminum-coated tension wire conforming to ASTM A824.

- H. Tension Band: 1/8-inch thick galvanized steel @ 12-inch max o.c. Minimum of 6 tension bands per each 6' post section and 12 tension bands for each 12' post section.
- I. Stretcher: 1/4 x 1/4-inch galvanized steel.
- J. Tie Wire: 9-gauge galvanized steel wire for fastening fabric to line posts and rails.

ACCESSORIES

- A. Caps: Cast steel galvanized pressed steel Malleable iron galvanized Aluminum alloy Molded rigid vinyl; sized to post diameter, set screw retainer.
- B. Fittings: Sleeves, bands, clips, rail ends, tension bars, fasteners and fittings; galvanized steel.
- C. Gate Hardware: Fork latch with gravity drop Center gate stop and drop rod Mechanical keepers; two 180-degree gate hinges for each leaf and hardware for padlock keyed to match hardware.

GATES (Maintenance/Utility Only)

- A. General:
 - 1. Gate Types, Opening Widths and Directions of Operation: As indicated on Drawings.
 - 2. Factory assembled gates.
 - 3. Conform to requirements specified for PVC coated steel chain link fence except that PVC coated aluminum alloy framing conforming to ASTM B429/B429M may be used.
 - 4. Design gates for operation by one person.
- B. Swing Gates:
 - 1. Fabricate gates to permit 180-degree swing.
 - 2. Gates Construction: ASTM F900 with welded corners. Use of corner fittings is not permitted.

PRIVACY SLATS

- A. Privacy Slats: Redwood as selected by the City.
 - 1. Slat Profile: Flat tubular shape nominal 1/4-inch deep, 0.020-inch wall thickness; width to suit fence fabric.
 - 2. Slat Locking: Self-locking horizontal bottom channel system.

FINISHES

- A. Components and Fabric: Vinyl coating, dark green color in accordance with ASTM F934 as selected over galvanized coating.
- B. Vinyl Components: color to match fabric as selected.
- C. Hardware: Galvanized to ASTM A153/A153M, 2.0-oz/sq ft coating.
- D. Accessories: Same finish as framing fabric.

INSTALLATION

- A. Install framework, fabric, accessories and gates in accordance with ASTM F567.
- B. Set intermediate, terminal, gate, and posts plumb, in concrete footings with top of footing 2 inches above finish grade. Slope top of concrete for water runoff.
- C. Post footing depths per approved plans.
- D. Brace each gate and corner post to adjacent line post with horizontal center brace rail and diagonal truss rods. Install brace rail one bay from end and gate posts.
- E. Install top rail through line post tops and splice with 6-inch long rail sleeves.
- F. Install center and bottom brace rail on corner gate leaves.
- G. Place fabric on outside inside of posts and rails.
- H. Do not stretch fabric until concrete foundation has cured 28-days.
- I. Stretch fabric between terminal posts or at intervals of 100-feet maximum, whichever is less.
- J. Position bottom of fabric 2-inches above finished grade.
- K. Fasten fabric to top rail, line posts, braces, and bottom tension wire with tie wire at maximum 15 inches on centers.
- L. Attach fabric to end, corner, and gate posts with tension bars and tension bar clips.
- M. Install bottom tension wire strap stretched taut between terminal posts.
- N. Install support arms sloped inward outward and attach barbed wire; tension and secure.
- O. Support gates from gate posts. Do not attach hinged side of gate from building wall.
- P. Install gate with fabric and barbed wire overhang to match fence. Install three hinges on each gate leaf, latch, catches, drop bolt foot bolts and sockets torsion spring retainer and locking clamp.
- Q. Provide concrete center drop to footing depth and drop rod retainers at center of double gate openings.
- R. Connect to existing fence at existing terminal post new terminal post existing line post converted to terminal post by installation of brace rails and brace rods.
- S. Install posts with 6 inches maximum clear opening from end posts to buildings, fences and other structures.
- T. Excavate holes for posts to diameter and spacing indicated on Drawings without disturbing underlying improvements.
- U. Center and align posts. Place concrete around posts and vibrate or tamp for consolidation. Verify vertical and top alignment of posts and make necessary corrections.
- V. Extend concrete footings 1-inch above grade, and trowel, forming crown to shed water.
- W. Allow footings to cure minimum 7-days before installing fabric and other materials attached to posts.
- X. Install slat inserts in vertical pattern woven through fence fabric and fasten slats according to manufacturer's Instructions.

TOLERANCES

- A. Maximum Variation from Plumb: 1/4 inch.
- B. Maximum Offset from Indicated Position: 1 inch.

TUBULAR STEEL FENCE.

Installer Qualifications: An experienced installer who has completed iron fences similar in material, design, and extent to those indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

Source Limitations for each type of iron fence: Obtain each color, grade, finish, type, and variety of component for each specified from one source with resources to systems of consistent quality in appearance and physical properties.

Verify layout information for iron fences shown on the Drawings in relation to the property lines, structures, and adjacent construction. Verify dimensions by field measurements.

Store products upright in the original shipping containers, covered, ventilated and protected from all weather conditions.

Provide a five-year limited warranty against all defects in materials or workmanship. Defective materials shall be replaced with comparable materials furnished by the manufacturer, at no cost to the owner. Installing company is to provide a one-year warranty that will cover all incidental costs of warranty work, such as freight, labor and other items not covered in the factory warranty.

PRODUCTS

Framing:

1. Steel Tubing: Conform to ASTM A500.
2. Steel Framework, General: Panel frames, rails, pickets, and gate frames.
 - A. Rails: (frame) 2" x 2"x1/4"; unless otherwise shown on plans.
 - B. Pickets: 1" square.
 - C. Gate and Panel Frames: Dependent on design shown, manufacturers standard sections sized for heavy duty use with a minimum thickness of 1/4".

Fabrication:

1. Fabricate panels in widths according to manufacturer's recommendations, providing equal size sections to make up overall length of each straight run. Provide nominal panel heights as shown on plans.
2. Panel Configuration: Fabricate panels and gates to details shown on the drawings.
3. Connections: Make up all tubing joints and connections within panels by welding, plug ends of all tubing.
4. Fittings: Provide manufacturer's standard components needed to complete iron fence and gate installation.

5. Fabricate perimeter frames of gates from metal and finish to match fence framework. Assemble gate frames by welding. Provide horizontal and vertical members to ensure proper gate operation and attachment of hardware and accessories. Space structural frame members maximum of 8 feet apart unless otherwise indicated.

Coatings: All wrought iron fencing shall have a primer coat and two coats of paint. Color shall be selected by City.

EXECUTION

Preparation:

1. Prior to fabrication, field verify required dimensions.
2. Cast concrete footings in accordance with these special provisions and as detailed on drawings and approved shop drawings.
 - A. Minimum footing diameter: 12 inches for terminal and gate posts and 10 inches for intermediate line posts.
 - B. Allow 36 inches minimum embedment of posts.

Installation of Iron Fence and Gate System:

1. Install fencing in accordance with manufacturer's installation instructions and approved shop drawings.
2. Install fence posts plumb and level by embedding post directly in concrete footing. Temporarily brace fence posts with 2 by 4 wood supports until concrete is set. All exposed concrete shall be finished with a smooth surface after forms have been removed.
3. Do not install bent, bowed, or otherwise damaged panels. Remove damaged components from site and replace.
4. Secure fence panels with full penetration welds to fence posts after posts have been set in footings and concrete has cured. Bolted connections will not be accepted.

Installation of Gates: Install gates to comply with ASTM F 567. Do not begin installation and erection before final grading is completed, unless otherwise permitted.

SUBMITTALS.

Submit product data in the form of manufacturer's technical data, specifications, and installation instructions for fence and gate panels, operators, and accessories for review and approval by the City prior to ordering product.

Shop drawings showing location of fence, and details of installation, hardware, and accessories.

PAYMENT.

Quantities of 6' High Chainlink Fence shall be paid for at the contract price per linear foot, measurement of which shall be the actual lengths in the field.

Quantities of 6' High Chainlink Fence with Slats shall be paid for at the contract price per linear foot, measurement of which shall be the actual lengths in the field.

Quantities of 12' Wide Chainlink Gate shall be paid for at the contract unit price per gate.

Quantities of 6' High Tubular Steel Fence shall be paid for at the contract price per linear foot, measurement of which shall be the actual lengths in the field.

Quantities of 12' Wide Tubular Steel Gate shall be paid for at the contract unit price per gate.

The above prices and payments shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in the construction of Chainlink Fence and Tubular Steel Fence, including all footings, gates, and accessories, as shown on the plans, as specified in the Standard Specifications, and per these special provisions.

10-1.32 CONCRETE MASONRY UNIT.

The contractor shall provide all materials and labor required to construct the Concrete Masonry Unit (CMU) Retaining Walls and Pilasters as detailed on the construction plans and shall conform to any applicable City standards, the Standard Specifications, and these special provisions.

CMU Retaining Walls shall also conform to the following references:

1. American Concrete Institute (ACI) 530.1
2. ASTM International (ASTM) C 33, C 55, C90-06A, C 129, C140, C144, C150, C 270, C 331
3. International Masonry Industry All-Weather Council (IMIAC) Recommended Practices and Guide Specifications for Cold Weather Masonry Construction and IMIAC Recommended Practices and Guide Specifications for Hot Weather Masonry Construction.
4. International Building Code Standards (IBC) 21-3, 21-4, 21-5
5. National Concrete Masonry Association (NCMA) TEK Bulletin #8-2A, #8-3A, #10-1, #19-2

Fire Performance Characteristics: Where indicated, provide materials and construction that are identical to those of assemblies, equivalent thicknesses, and whose fire endurance has

been determined in compliance with ASTM E 119 by means acceptable to authorities having jurisdiction.

Deliver masonry materials to Project in undamaged condition.

Store and handle materials to prevent their deterioration or damage due to moisture, freezing, contaminants, corrosion or other causes.

Store cementitious materials off the ground, under cover, and in a dry location.

Store and protect aggregates where grading and other required characteristics can be maintained.

Store masonry accessories, including metal items, to prevent deterioration by corrosion and accumulation of dirt.

Maintain environmental conditions and protect work during and after installation to comply with referenced standards and manufacturer's printed recommendations.

Cold Weather Requirements: In accordance with "Recommended Practices and Guide Specifications for Cold Weather Masonry Construction" by IMIAC.

Hot Weather Requirements: "Recommended Practices and Guide Specifications for Hot Weather Masonry Construction" by IMIAC.

PRODUCTS.

Split Face Concrete Masonry Units:

1. Product: Basalite Splitface with integral color as selected Units or approved equal.
2. Applicable Standards: ASTM C90-06A, Medium Weight, Classification.
3. Face: Unevenly textured appearance.
4. Size: As indicated on Drawings.
5. Color: As selected by City from manufacturer's full line.
6. Shapes: Provide special shapes where required for lintels, jambs, corners, sash, control joints, headers, bonding and other special conditions.

Joint Reinforcement, Ties and Anchors:

1. Flexible Anchors, Masonry to Structural Framework: Two-piece anchors permitting vertical or horizontal differential movement between wall and framework parallel to, but resisting tension and compression forces perpendicular to, plane of wall.

2. Unit Type Masonry Inserts in Concrete: Cast iron or malleable iron inserts of type and size indicated.
3. Anchor Bolts: Steel bolts with hex nuts and flat washers, complying with ASTM A 307, Grade A, hot dip galvanized complying with ASTM A 153, Class C; sizes and configurations indicated.
4. Reinforcing Bars: Deformed steel, ASTM A 615, Grade 60 for bars No. 3 to No. 18.

Miscellaneous Masonry Accessories:

1. Non-Metallic Expansion Joint Strips: Premolded, flexible cellular neoprene rubber filler strips, complying with ASTM D 1056, Grade RE41E1, capable of compression up to 35 percent; width and thickness indicated.

EXECUTION.

Installation of concrete masonry units shall be in accordance with ACI/ASCE-530.1:

Vertical and horizontal edges of the split face shall be straight and parallel. Mortar joints shall be 3/8 inch thick. Mortar shall match color of the concrete masonry unit. After walls are dry and mortar has cured, wall surfaces shall be cleaned.

Cleaning shall comply with applicable environmental laws and restrictions and with cleaning procedures and recommendations of the manufacturers of both the cleaning solution and the unit masonry.

Remove efflorescence from masonry wall exposed in the finished work in accordance with manufacturer's recommendation and NCMA TEK Bulletin #8-3A.

Remove dirt or stains from masonry walls exposed in the finished work in accordance with the manufacturer's recommendations and NCMA TEK Bulletin #8-2A.

During installation, cover the top of unfinished masonry work to protect it from the weather and to prevent accumulation of water in the cores of the masonry units.

Protect installed work from damage due to subsequent construction activity on the site.

SUBMITTALS. Submit product data for products specified by brand name. Indicate compliance with specified requirements.

Submit certifications that each type of product and material complies with specified requirements.

Submit color and texture options of unit masonry and color samples for mortar from Manufacturer to City for selection.

Submit warranties as required by the City.

PAYMENT. Quantities of 2'-0" CMU Retaining Wall shall be paid for at the contract price per linear foot, measurement of which shall be the actual lengths in the field.

Quantities of 2'-8" CMU Retaining Wall shall be paid for at the contract price per linear foot, measurement of which shall be the actual lengths in the field.

Quantities of 6'x6" High CMU Pilasters shall be paid for at the contract unit price per pilaster.

The above prices and payments shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in the construction of CMU Retaining Walls and Pilasters, including all footings, as shown on the plans, as specified in the Standard Specifications, and these special provisions.

10-1.33 SITE FURNISHINGS

The contractor shall furnish and install site furnishings as detailed and shown on the plans and as specified in these special provisions.

All installations shall be in strict conformance with the manufacturer's recommendations. The contractor shall safely store and protect all items. The Contractor shall coordinate with the suppliers for timely deliveries of the accessory items. The contractor is responsible for all park accessories until such time that the completed park is accepted by the City.

Excavations for foundations shall be neatly prepared and shall not exceed called outside dimensions by more than 2 inches. Foundations shall meet the requirements set forth in Section 10-1.26 "REINFORCED CONCRETE" and Section 10-1.27 "METAL WORK" of these special provisions. Anchorages shall be precisely placed and shall utilize templates when cast in place. Items shall be set plumb and level and mountings shall meet necessary gapping for dry pack mortar filling as required. All anchorages shall be torqued to required values and as prescribed by manufacturer. Any plumbing shall be installed as required and as detailed on the plans to make the item fully functional.

The site furnishings that are to be furnished and installed by the Contractor are:

- Park Benches – ULTRASITE 4' JACKSON BENCH WITH BACK MODEL #96-S4, or approved equal, color preference of City.
- Trash Receptacles – 36-GAL GLOBAL INDUSTRIAL OUTDOOR METAL WASTE RECEPTACLE MODEL-WR237726GN, or approved equal, color preference of City.
- ADA Accessible Table with Benches – ULTRASITE HEAVY-DUTY 8' ADA ACCESSIBLE TABLE MODEL #158HS-P8, or approved equal, color preference of City.
- ADA Accessible Drinking Fountain – MOST DEPENDABLE FOUNTAINS, INC. PEDESTAL DRINKING FOUNTAIN MODEL 440 SM, or approved equal, color preference of City.

- Water Tower – MOST DEPENDABLE FOUNTAINS, INC. MODEL 525 SM FOOT TOWER, or approved equal, color preference of City
- Basketball Hoops – manufacturer to be determined by City.

SUBMITTALS. Contractor shall submit Site Furnishings specifications and color options from manufacturer for review and approval by City prior to ordering or purchasing any materials.

PAYMENT. Quantities of Park Benches shall be paid for at the contract unit price per Park Bench.

Quantities of Trash Receptacles shall be paid for at the contract unit price per Trash Receptacle.

Quantities of ADA Accessible Table with Benches shall be paid for at the contract unit price per ADA Accessible Table with Benches.

Quantities of ADA Accessible Drinking Fountain shall be paid for at the contract unit price per ADA Accessible Table with Benches.

Quantities of Water Tower shall be paid for at the contract unit price per Water Tower, including connection to water system.

Quantities of Basketball Hoops shall be paid for as part of the Basketball Court Additive Alternate #2.

The above prices and payments shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved, including drains and accessory anchors, in the installation of Site Furnishings, as shown on the plans, as specified by the manufacturer and these special provisions, and as directed by the City.

10-1.34 MONUMENT SIGN.

The contractor shall furnish and install all required items to construct the monument sign shown on the construction plans and as specified herein.

Monument sign accessories shall be as prescribed by the construction drawings and as directed by the City.

SUBMITTALS. Paint color shall be submitted for review and approval by City of McFarland prior to installation of sign.

PAYMENT. Full compensation for Monument Sign as specified will be paid for at the contract lump sum price, which price shall include full compensation for furnishing all labor, materials, tools and equipment and for doing all work involved in the construction of the Monument Sign as specified.

10-1.36 SAIL SHADE STRUCTURE.

The contractor shall furnish all materials and labor necessary to construct complete and in place the sail shade structures in accordance with the plans and these special provisions.

All installations of shade structures and associated foundations shall be in strict conformance with the manufacturer's recommendations. The contractor shall safely store and protect all items. The Contractor shall coordinate with the suppliers for timely deliveries of the shade structures. The contractor is responsible for all sail shade structures until such time that the completed park is accepted by the City.

SUBMITTALS. Contractor shall submit structure specifications and color options from manufacturer for review and approval by City prior to ordering or purchasing any materials.

Contractor to provide sealed structural engineering drawings and calculations for the posts and concrete foundations signed by a California registered civil engineer for review and approval by the City.

PAYMENT. The contract price paid for each Sail Shade Structure shall include full compensation for furnishing all labor, materials, tools and equipment, and for doing all work necessary for complete installation of the sail shade structures including foundations, poles and fabric.

10-1.37 WALKWAY ARCHES

The contractor shall furnish and install Walkway Arches as shown on the plans and as specified in these special provisions.

All installations of walkway arches and associated foundations shall be in strict conformance with the manufacturer's recommendations. The contractor shall safely store and protect all items. The Contractor shall coordinate with the suppliers for timely deliveries of the components for the walkway arches. The contractor is responsible for all components until such time that the completed park is accepted by the City.

SUBMITTALS. Contractor shall submit structure specifications and color options from manufacturer for review and approval by City prior to ordering or purchasing any materials.

Contractor to provide sealed structural engineering drawings and calculations for the posts and concrete foundations signed by a California registered civil engineer for review and approval by the City.

PAYMENT. The contract price paid for each Walkway Arch shall include full compensation for furnishing all labor, materials, tools and equipment, and for doing all work necessary for complete installation of the walkway arches including foundations.

10-1.35 TRAIL HEAD SIGNS.

The contractor shall furnish and install all required items to construct the trail head signs shown on the construction plans and as specified herein.

Trail Head Signs accessories shall be as prescribed by the construction drawings and as directed by the City.

SUBMITTALS. Contractor shall work with City of McFarland to come up with design of the trail head signs. Shop drawings shall be submitted for review and approval by City of McFarland prior to the ordering or purchasing of materials.

PAYMENT. The contract price paid for each Trail Head Sign shall include full compensation for furnishing all labor, materials, tools and equipment, and for doing all work necessary for complete installation of the signs including foundations, poles and sign panels.

10-1.38 SOLAR LIGHTS.

The contractor shall furnish and install solar lights as shown on the plans and as specified in these special provisions.

All installations of lights and associated foundations shall be in strict conformance with the manufacturer's recommendations. The contractor shall safely store and protect all items. The Contractor shall coordinate with the suppliers for timely deliveries of the lights. The contractor is responsible for all solar lights until such time that the completed park is accepted by the City.

SUBMITTALS. Contractor shall submit solar light specifications from manufacturer for review and approval by City prior to ordering or purchasing any materials.

Contractor to provide structural calculations for the light pole foundations signed by a California registered civil engineer for review and approval by the City.

PAYMENT. The contract price paid for each Solar Light shall include full compensation for furnishing all labor, materials, tools and equipment and for doing all work involved in the construction of the Solar Lights specified.

10-1.39 TRASH ENCLOSURES.

The contractor shall furnish and install all required items to construct the trash enclosures in accordance with the construction drawings and these special provisions.

PAYMENT. The contract price paid for each Trash Enclosure shall include full compensation for furnishing all labor, materials, tools and equipment and for doing all work involved in the construction of the Trash Enclosures as specified.

10-1.40 COMPOST BIN.

The contractor shall furnish and install all required items to furnish and install the compost bin in accordance with the construction drawings and these special provisions.

The Compost Bin shall be as prescribed by the construction drawings and as directed by the City.

SUBMITTALS. Contractor shall work with City of McFarland to select the make and model of the compost bin. Selection shall be approved by City of McFarland prior to the ordering of any materials.

PAYMENT. The contract price paid for each Compost Bin shall include full compensation for furnishing all labor, materials, tools and equipment and for doing all work involved in the installation of the Compost Bin as specified.

10-1.41 PREFABRICATED STORAGE SHED.

The contractor shall furnish and install all required items to construct the prefabricated storage shed in accordance with the construction drawings and these special provisions.

The Prefabricated Storage Shed shall be as prescribed by the construction drawings and as directed by the City.

SUBMITTALS. Contractor shall work with City of McFarland to select the make and model of the prefabricated storage shed. Selection shall be approved by City of McFarland prior to the ordering of any materials.

PAYMENT. Full compensation for Prefabricated Storage Shed as specified will be paid for at the contract lump sum price, which price shall include full compensation for furnishing all labor, materials, tools and equipment and for doing all work involved in the construction of the Prefabricated Storage Shed as specified.

10-1.42 RAISED PLANTERS.

The contractor shall furnish and install all required items to construct the raised planters in accordance with the construction drawings and these special provisions.

PAYMENT. Quantities of raised planters shall be paid for at the contract price per linear foot, measurement of which shall be the actual lengths in the field, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in the construction of the raised planters, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the City.

10-1.43 IRRIGATION.

The contractor shall provide all materials and labor required to construct the underground irrigation system as detailed on the construction plans and shall conform to any applicable City standards and these special provisions.

MATERIALS.

Pressure pipe shall comply with following:

1. PVC plastic pipe, ASTM D 1785, PVC 1120, Schedule 40, 160 psig.
2. Galvanized steel pipe, ASTM A 120, Schedule 40.

Circuit Pipe (downstream from circuit valves) shall comply with following:

1. PVC plastic pipe, ASTM D 1785, PVC 1120, Schedule 40, 160 psig.

Pipe Fittings shall comply with following:

1. For PVC plastic pipe, ASTM D 2466 socket fittings.
2. For galvanized steel pipe, ANSI B16.3 galvanized malleable iron screwed fittings.

Valves shall be per Manufacturer's standard, of type and size indicated, and as follows:

1. Automatic Circuit Valves: Plastic-bodied globe or angle valves operated by low voltage solenoid, normally closed, manual flow adjustment, with decoder.
2. Control Wire: Wire shall be a minimum 12 AWG direct burial wire.

Backflow Preventer per Manufacturer's standard reduced pressure type, as indicated on drawings.

Sprinkler Heads per Manufacturer's standard plastic bodied unit designed to provide uniform coverage over entire area of spray shown on drawings at available water pressure, as follows:

1. Bubbler: Pressure compensating full circle, trickle pattern bubblers.
2. Pressure Compensating Emitter: Low flow emitters for point source watering with flexible riser.
3. Pop-up Rotary: Adjustable pattern with screw type flow adjustment and stainless steel retraction spring.

Valve Box per Manufacturer's standard plastic unit, with labeled cover, for each group of valves.

Drainage Backfill shall be cleaned gravel or crushed stone.

Joining Material per ASTM F656 primer and ASTM D 2564 solvent cement.

AUTOMATIC CONTROL SYSTEM.

General: Furnish low voltage system manufactured expressly for control of automatic circuit valves with underground irrigation systems. Provide unit of capacity to suit number of circuits required.

Exterior Control Enclosure: Manufacturer's standard weatherproof enclosure with locking cover, complying with NFPA 70 (National Electric Code).

Transformer: Internal type to convert building service voltage to control voltage of 24 volts.

Circuit Control: Each circuit variable from approximately 1 to 99 minutes. Include switch for manual or automatic operation of each circuit.

Timing Device: Adjustable dual program, solid state electronic 24-hour clock to operate any time of day and skip any day in a 7 or 14 day period. Equip with battery back up to maintain time keeping during power outages.

Allow for manual or semi-automatic operation without disturbing preset automatic operation.

Built in ETC-LX Et manager cartridge: Measures ET, to adjust controller on a daily basis.

Maximum distance to decoder 12 AWG wire path 15,000 feet.

Provide surge protection as required by Manufacturer.

SYSTEM DESIGN.

Design location of heads is approximate. Make minor adjustments as necessary to avoid plantings and other obstructions, such as sign standards and light poles.

Layout may be modified, if necessary, to obtain coverage and/or to suit Manufacturer's standard heads. Do not decrease number of heads indicated unless otherwise acceptable to Landscape Architect.

Minimum water coverage shall be head to head at spray heads.

TRENCHING AND BACKFILLING.

Excavate straight and true with bottom uniformly sloped to low points.

Provide following minimum cover over top of installed piping:

1. Pressure piping, 18".
2. Circuit Piping: 12".

Backfill with clean material from excavation. Remove organic material as well as rocks and debris larger than 1" diameter. Place acceptable backfill material in 6" lifts, compacting each lift.

INSTALLATION.

Comply with requirements of authorities having jurisdiction.

Connect to existing water as indicated on plans.

Install circuit valves in valve box, arranged for easy adjustment and removal, maximum 3 valves per box.

Provide union on downstream side.

Adjust automatic control valves to provide flow rate of rated operating pressure required for each sprinkler circuit.

Place 6-inch-thick layer of drainage fill below valve boxes.

Lay pipe on solid subbase, uniformly sloped without humps or depressions.

Install PVC pipe in dry weather when temperature is above 40 deg.F (4 deg.C) in strict accordance with manufacturer's instructions. Allow joints to cure at least 24 hours at temperature above 40 deg.F (4 deg.C) before testing, unless otherwise recommended by manufacturer.

Sprinkler Heads: Flush circuit lines with full head of water and install heads after hydrostatic test is completed.

1. Install pop-up heads at manufacturer's recommended height.
2. Locate part circle heads to maintain a minimum distance of 6 inches from walls and 2 inches from other boundaries, unless otherwise indicated.

Dielectric Protection: Use dielectric fittings at connection where pipes of dissimilar metal are joined.

Install water meter and box per City of McFarland Improvement Standards.

TESTING.

Notify City and Landscape Architect when testing will be performed.

Hydrostatic Test: Test water piping and valves, before backfilling trenches, to a hydrostatic pressure of not less than 75 psi for two hours. Piping may be tested in sections to expedite work. Remove and repair piping, connections, valves which do not pass hydrostatic testing.

Operational Testing: Perform operational testing after hydrostatic testing is completed, backfill is in place, and emitters and sprinkler heads adjusted to final position.

1. Demonstrate to Landscape Architect that system meets coverage requirements and that automatic controls function properly.
2. Coverage requirements are based on operation of one circuit at a time.

ADJUSTING. Provide additional backfill and compaction for excavations performed as work of this section which have settled.

SUBMITTALS. Submit manufacturer's technical data and installation instructions for underground sprinkler system components to City for review and approval.

PAYMENT. Full compensation for the construction of the Irrigation System as specified will be paid for at the contract lump sum price. Work includes but is not necessarily limited to new water meter and box, connections, trenching, piping, fittings, turf irrigation, shrub drip irrigation, and tree bubbler irrigation.

Quantities of Backflow Preventers shall be paid for at the contract unit price per Backflow Preventer.

Quantities of Irrigation Controllers shall be paid for at the contract unit price per Irrigation Controller.

The above prices and payments shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in the construction of the above irrigation items, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the City.

10-1.44 LANDSCAPE.

The contractor shall provide all materials and labor required to install landscaping as detailed on the construction plans and shall conform to any applicable City standards and these special provisions.

QUALITY ASSURANCE. Subcontract landscape work to a single firm specializing in landscape work.

Source Quality Control:

1. General: Ship landscape materials with certificates of inspection required by governing authorities. Comply with regulations applicable to landscape materials.
2. Do not make substitutions. If specified landscape material is not obtainable, submit proof of non-availability to Landscape Architect, together with proposal for use of equivalent material.

3. Analysis and Standards: Package standard products with manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agriculture Chemists, wherever applicable.
4. Trees, Shrubs and Plants: Provide trees, shrubs, and plants of quantity, size, genus, species, and variety shown and scheduled for landscape work and complying with recommendations and requirements of ANSI Z60.1 "American Standard for Nursery Stock". Provide healthy, vigorous stock, grown in recognized nursery in accordance with good horticultural practice and free of disease, insects, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, or disfigurement.
5. Label each tree and shrub with securely attached waterproof tag bearing legible designation of botanical and common name.
6. Inspection: The Landscape Architect may inspect trees and shrubs either at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size, and quality. Landscape Architect retains right to further inspect trees and shrubs for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from project site.

DELIVERY, STORAGE AND HANDLING. Deliver packaged materials in containers showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery, and while stored at site.

Provide freshly dug trees and shrubs. Do not prune prior to delivery unless otherwise approved by Landscape Architect. Do not bend or bind tie trees or shrubs in such manner as to damage bark, break branches, or destroy natural shape. Provide protective covering during delivery. Do not drop balled and burlapped stock during delivery.

Deliver trees and shrubs after preparations for planting have been completed and plant immediately. If planting is delayed more than 6 hours after delivery, set trees and shrubs in shade, protect from weather and mechanical damage, and keep roots moist by covering with mulch, burlap or other acceptable means of retaining moisture.

Do not remove container grown stock from containers until planting time.

JOB CONDITIONS. Determine location of underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, as required. Maintain grade stakes set by others until removal is mutually agreed upon by all parties concerned.

When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Landscape Architect before planting.

SEQUENCING AND SCHEDULING.

Planting Time: Proceed with, and complete landscape work as rapidly as portions of site become available, working within seasonal limitations for each kind of landscape work required.

1. Plant or install materials during normal planting seasons for each type of plant material required.
2. Correlate planting with specified maintenance periods to provide maintenance from date of substantial completion.

Coordination with Lawns: Plant trees and shrubs after final grades are established and prior to planting of lawns, unless otherwise acceptable to Landscape Architect. If planting of trees and shrubs occurs after lawn work, protect lawn areas and promptly repair damage to lawns resulting from planting operations.

SPECIAL PROJECT WARRANTY.

Warranty lawns through specified lawn maintenance period, and until final acceptance.

Warranty trees and shrubs, for a period of one year after date of substantial completion, against defects including death and unsatisfactory growth, except for defects resulting from neglect by Owner, abuse or damage by others, or unusual phenomena or incidents which are beyond Landscape Installer's control.

Remove and replace trees, shrubs, or other plants found to be dead or in unhealthy condition during warranty period. Make replacements during growth season following end of warranty period. Replace trees and shrubs which are in doubtful condition at end of warranty period; unless, in opinion of Landscape Architect, it is advisable to extend warranty period for a full growing season.

Another warranty inspection will be conducted at end of extended warranty period, to determine acceptance or rejection. Only one replacement (per tree, shrub or plant) will be required at end of warranty period, except for losses or replacements due to failure to comply with specified requirements.

PRODUCTS.

TOPSOIL

Topsoil has been (or may be) stockpiled for re use in landscape work. If quantity of stockpiled topsoil is insufficient, provide additional topsoil as required to complete landscape work.

Provide new topsoil that is fertile, friable, natural loam, surface soil, reasonably free of subsoil, clay lumps, brush, weeds and other litter, and free of roots, stumps, stones larger than 1 inch in any dimension, and other extraneous or toxic matter harmful to plant growth.

Obtain topsoil from local sources or from areas having similar soil characteristics to that found at project site. Obtain topsoil only from naturally, well drained sites where topsoil occurs in a depth of not less than 4 inches. Do not obtain from bogs or marshes.

SOIL AMENDMENTS

Sulfate of Ammonia: Best Ammonium Sulfate 21-0-0.

Gypsum: Agricultural grade, sulfate of lime.

Compost: Superior All Green organic compost, derived from 100% plant sources.

Terra-C-Humate

Mulch: Organic mulch free from deleterious materials and suitable for top dressing of trees, shrubs, or plants and consisting of Superior Red Fir Humus.

Commercial Fertilizer: Complete fertilizer of neutral character, with some elements derived from organic sources and containing following percentages of available plant nutrients:

1. For trees and shrubs, provide fertilizer with not less than 10 percent total nitrogen, 6 percent available phosphoric acid and 8 percent soluble potash.
2. For lawns, provide fertilizer with percentage of nitrogen required to provide not less than 1 pound of actual nitrogen per 1,000 sq. ft. of lawn area and not less than 4 percent phosphoric acid and 2 percent potassium. Provide nitrogen in a form that will be available to lawn during initial period of growth; at least 50 percent of nitrogen to be organic form.
3. Controlled Release Tablets: 20-10-5.

PLANT MATERIALS

Quality: Provide trees, shrubs, and other plants of size, genus, species, and variety shown and scheduled for landscape work and complying with recommendations and requirements of ANSI Z60.1 "American Standard for Nursery Stock".

Deciduous Trees: Provide trees of height and caliper scheduled or shown and with branching configuration recommended by ANSI Z60.1 for type and species required. Provide single stem trees except where special forms are shown or listed.

Container grown deciduous trees will be acceptable, subject to specified limitations of ANSI Z60.1 for container stock. 15-gallon trees must be a minimum 1" diameter at 6" above rootball.

Deciduous Shrubs: Provide shrubs of the height shown or listed and with not less than minimum number of canes required by ANSI Z60.1 for type and height of shrub required.

Container grown deciduous shrubs will be acceptable, subject to specified limitations for container grown stock.

Coniferous and Broadleafed Evergreens: Provide evergreens of sizes shown or listed. Dimensions indicate minimum spread for spreading and semi spreading type evergreens and height for other types, such as globe, dwarf, cone, pyramidal, broad upright, and columnar. Provide normal quality evergreens with well-balanced form complying with requirements for other size relationships to the primary dimension shown.

Container grown evergreens will be acceptable, subject to specified limitations for container grown stock.

GRASS MATERIALS

Grass Seed: Provide fresh, clean, new crop seed complying with tolerance for purity and germination established by Official Seed Analysts of North America. Provide seed mixture composed of grass species, proportions and minimum percentages of purity, germination, and maximum percentage of weed seed, as specified.

"Schedule of Grass Seed Mixtures" is attached at end of this section.

GROUND COVER

Provide plants established and well-rooted in removable containers or integral peat pots and with not less than minimum number and length of runners required by ANSI Z60.1 for the pot size shown or listed.

MISCELLANEOUS LANDSCAPE MATERIALS

Anti-Desiccant: Emulsion type, film forming agent designed to permit transpiration, but retard excessive loss of moisture from plants. Deliver in manufacturer's fully identified containers and mix in accordance with manufacturer's instructions.

Stakes and Guys: Provide stakes of lodgepole pine, free of knot holes and other defects. Provide cinch-tie tree ties of UV resistant vinyl material. Cut top of poles off 3 inches above top tie after wrapped around tree.

EXECUTION.

Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations and outline areas before start of planting work. Make minor adjustments as may be required.

PREPARATION OF PLANTING SOIL

Before mixing, clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful or toxic to plant growth.

Mix specified soil amendments and fertilizers with topsoil at rates specified. Delay mixing of fertilizer if planting will not follow placing of planting soil within a few days.

"Schedule of Planting Soil Mixture Requirements" is attached at end of this section.

For pit and trench type backfill, mix planting soil prior to backfilling, and stockpile at site.

For planting beds and lawns, mix planting soil either prior to planting or apply on surface of topsoil and mix thoroughly before planting.

1. Mix Gypsum with dry soil prior to mixing of fertilizer.
2. Prevent Gypsum from contacting roots of acid loving plants.
3. Apply Ammonium Sulfate fertilizer (other than that constituting a portion of complete fertilizers) directly to subgrade before applying planting soil and tilling.

PREPARATION FOR PLANTING LAWNS

Till subgrade of lawn areas to a minimum depth of 8 inches. Remove stones measuring over 1 inch in any dimension. Remove sticks, roots, rubbish, and other extraneous matter. Limit preparation to areas which will be planted promptly after preparation.

Preparation of Unchanged Grades: Where lawns are to be planted in areas that have not been altered or disturbed by excavating, grading, or stripping operations, prepare soil for lawn planting as follows: Till to a depth of not less than 12 inches. Apply soil amendments and initial fertilizers as specified. Remove high areas and fill in depressions. Till soil to a homogenous mixture of fine texture, free of lumps, clods, stones, roots and other extraneous matter.

Apply specified commercial fertilizer at rates specified and thoroughly mix into upper 4 inches of topsoil. Delay application of fertilizer if lawn planting will not follow within a few days.

"Schedule of Planting Soil Mixture Requirements" indicating required rate of fertilizer application, is attached at end of this section.

Fine grade lawn areas to smooth, even surface with loose, uniformly fine texture. Roll, rake, and drag lawn areas, remove ridges and fill depressions, as required to meet finish grades. Limit fine grading to areas which can be planted immediately after grading.

Moisten prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface moisture to dry before planting lawns. Do not create a muddy soil condition.

Restore lawn areas to specified condition, if eroded or otherwise disturbed, after fine grading and prior to planting.

PREPARATION OF PLANTING BEDS

Till beds not less than 12 inches deep and mix with specified soil amendments and fertilizers.

EXCAVATION FOR TREES AND SHRUBS

Excavate pits, beds, and trenches as indicated and with bottom of excavation slightly raised at center to provide proper drainage. Loosen hard subsoil in bottom of excavation.

Make excavations at least half again as wide as the ball diameter and equal to the ball depth, plus following allowance for setting of ball on a layer of compacted backfill:

Allow for setting layer of planting soil mixture as shown on drawings.

Dispose of subsoil removed from planting excavations. Do not mix with planting soil or use as backfill.

Fill excavations for trees and shrubs with water and allow water to percolate out prior to planting.

PLANTING TREES AND SHRUBS

Set rootball on a layer of compacted planting soil mixture, plumb and in center of pit or trench with top of ball at same elevation as adjacent finished landscape grades. Remove burlap from sides of balls; retain on bottoms. When set, place additional backfill around base and sides of ball, and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill.

Dish top of backfill at trees to create mulch pit.

Mulch pits, trenches, and planted areas. Provide not less than following thickness of mulch, and work into top of backfill and finish level with adjacent finish grades:

Provide 3 inches of mulch minimum.

Apply anti desiccant, using power spray, to provide an adequate film over trunks, branches, stems, twigs and foliage.

If deciduous trees or shrubs are moved when in full leaf, spray with anti-desiccant at nursery before moving and spray again 2 weeks after planting.

Prune, thin out, and shape trees and shrubs in accordance with standard horticultural practice. Prune trees to retain required height and spread. Unless otherwise directed by Landscape Architect, do not cut tree leaders, and remove only injured or dead branches from flowering trees, if any. Prune shrubs to retain natural character.

Remove and replace excessively pruned or mis-formed stock resulting from improper pruning.

Stake and tie trees immediately after planting, as indicated.

Mulch areas between trees and shrubs in planters; place not less than 3" thick.

SEEDING NEW LAWNS

Do not use wet seed or seed that is moldy or otherwise damaged in transit or storage.

Sow seed using a spreader or seeding machine. Do not seed when wind velocity exceeds 5 miles per hour. Distribute seed evenly over entire area by sowing equal quantity in 2 directions at right angles to each other.

Sow not less than the quantity of seed specified or scheduled.

Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with a fine spray.

Protect seeded areas against erosion by spreading specified lawn mulch after completion of seeding operations. Spread uniformly to form a continuous blanket not less than 1/4-inch loose measurement over seeded areas.

At Contractor's option, lawn areas may be hydroseeded in which case reduce soil mixture fertilizer to 5 lbs. per 1,000 sq. ft.

At Contractor's option, lawn areas may be sodded.

PLANTING GROUND COVER

Space ground cover plants as indicated or scheduled.

Dig holes large enough to allow for spreading of roots and backfill with planting soil. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water. Water thoroughly after planting, taking care not to cover crowns of plants with wet soils.

Mulch areas between ground cover plants; place not less than 2 inches thick.

MAINTENANCE.

Begin maintenance immediately after planting.

Maintain trees, shrubs, and other plants until final acceptance, but in no case, less than following period: 90 days after completion.

Maintain trees, shrubs, and other plants by pruning, cultivating, and weeding as required for healthy growth. Restore planting saucers. Tighten and repair stake and guy supports and

reset trees and shrubs to proper grades or vertical position as required. Restore or replace damaged wrappings. Spray as required to keep trees and shrubs free of insects and disease. Protect trees, shrubs and other plants from theft.

Maintain lawns for not less than the period stated below, and longer as required to establish an acceptable lawn.

Seeded lawns, not less than 90 days after completion. If seeded in fall and not given full 90 days of maintenance, or if not considered acceptable at that time, continue maintenance the following spring until acceptable lawn is established.

Maintain lawns by watering, fertilizing, weeding, mowing, trimming, and other operations such as rolling, regrading and replanting as required to establish a smooth, acceptable lawn, free of eroded or bare areas.

CLEANUP AND PROTECTION.

During landscape work, keep pavements clean and work area in an orderly condition.

Protect landscape work and materials from damage due to landscape operations, operations by other contractors and trades, theft and trespassers. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged landscape work as directed.

INSPECTION AND ACCEPTANCE.

When landscape work is completed, including maintenance, Landscape Architect will, upon request, make an inspection to determine acceptability.

Landscape work may be inspected for acceptance in portions as agreeable to Landscape Architect, provided each portion of work offered for inspection is complete, including maintenance.

When inspected landscape work does not comply with requirements, replace rejected work and continue specified maintenance until re-inspected by Landscape Architect and found to be acceptable. Remove rejected plants and materials promptly from project site.

SCHEDULE OF GRASS SEED MIXTURES

Seed: La Prima Bermuda

Sow grass seed at the following rates:

Sow mixture at not less than 7 lbs. per 1,000 sq. ft.

Mixture and application rate for hydroseeding shall be as follows:

7% seed	137 lbs./acre
75% mulch	1500 lbs./acre
12% fertilizer (60-20-20)	250 lbs./acre
6% tackafier	120 lbs./acre

SCHEDULE OF PLANTING SOIL MIXTURE REQUIREMENTS

Contractor is responsible for obtaining a soils report from a certified soil lab for the areas to be planted. The report shall recommend amendments to the soil for the purpose of healthy plant growth. For planting beds and lawn areas, provide not less than the following quantities of specified materials, plus any recommendations from the soils report. Supply a copy of the report to the City:

1. 100 lbs. of gypsum per 1,000 sq. ft.
2. 4 Cubic yards of Superior all green organic compost per 1,000 sq. ft..
3. 20 lbs. of commercial fertilizer per 1,000 sq. ft.
4. 50 lbs. of Terra-C-Humate per 1,000 sq. ft.
5. 20 lbs. of Best Ammonium Sulfate 21-0-0

For backfill for trees and shrubs, provide specified materials in not less than the following quantities:

1. 7 parts of screened topsoil, screen passing not larger than 1" in any direction.
2. 3 parts of Superior all green organic compost.
3. Controlled release fertilizer tablets per manufacturer's recommendations.

SUBMITTALS.

Plant and Material Certifications:

1. Certificates of inspection as required by governmental authorities.
2. Manufacturer's or vendor's certified analysis for soil amendments and fertilizer materials.
3. Label data substantiating that plants, trees, shrubs and planting materials comply with specified requirements.
4. Seed vendor's certified statement for each grass seed mixture required, stating botanical and common name, percentages by weight, and percentages of purity, germination, and weed seed for each grass seed species.

Submit proposed planting schedule, indicating dates for each type of landscape work during normal seasons for such work in area of site. Correlate with specified maintenance periods to provide maintenance from date of substantial completion. Once accepted, revise dates only as approved in writing, after documentation of reasons for delays.

Maintenance Instructions: Typewritten instructions recommending procedures to be established by Owner for maintenance of landscape work for one full year. Submit prior to expiration of required maintenance period(s).

PAYMENT. Full compensation for the Soil Preparation as specified will be paid for at the contract lump sum price. Work includes but is not necessarily limited to fine grading in landscape areas, weed abatement, and soil treatment.

Full compensation for the installation of Plants and Ground Cover as specified will be paid for at the contract lump sum price. Work includes but is not necessarily limited to turf, wood mulch, shrubs, roses, etc.

Quantities of 15 Gallon Trees shall be paid for at the contract unit price per Tree.

Full compensation for the 90 Day Post Installation Maintenance as specified will be paid for at the contract lump sum price.

The above prices and payments shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in the construction of the above landscape items, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the City.

10-1.45 ELECTRICAL WORK.

The contractor shall provide all materials and labor required to complete the Electrical Work as detailed on the construction plans, shall conform to the State Standard Specifications, City Standards, utility agency standards, and as specified in these special provisions.

Electrical work to be included in base bid includes connection to existing power, installation of service pedestal, all pull boxes as shown on utility plans, conduit and wiring for the service to the irrigation controller, and conduit only for the service to the restroom building. Wiring from the service pedestal to the restroom building shall be included in the cost of Prefabricated Restroom Building Additive Alternate #1.

PAYMENT. Full compensation for the Electrical Work as specified will be paid for at the contract lump sum price for Electrical Work, which price shall include full compensation for furnishing all labor, materials, tools and equipment and for doing all work involved in the installation of the Electrical Work as specified.

10-1.46 PREFABRICATED RESTROOM BUILDING (ADD ALT #1).

The contractor shall furnish and install all required items to construct the prefabricated restroom building in accordance with the construction drawings and these special provisions.

The contractor's scope of work includes:

1. Coordination with Public Restroom Company to obtain complete layout and detail plans with installation instructions for the prefabricated restroom building, Model PS-122 Playground Series. The concrete slab and building shall be constructed and installed according to the manufacturers' installation instructions and specifications.
2. Grade the new site in accordance with the plans and compacting and preparing the subgrade for proper installation of the prefabricated restroom building by Public Restroom Company (PRC).
3. Extension of the sewer and water laterals from stubs 5' from building to the defined point of connection and complete connection thereto.
4. Extension of electrical wiring from electrical service pedestal to restroom building as well as conduit and wiring from last pull box to restroom building.
5. Routing of conduits and installation of control wiring and controllers within the restroom facility.
6. Completion of fine grading around the perimeter of the building and the installation of the attached sidewalks.
7. Compliance with the manufacturer's instructions and specifications for a complete and whole installation of the restroom building

PAYMENT. Full compensation for the Prefabricated Restroom Building as specified will be paid for at the contract lump sum price for Additive Alternate #1, which price shall include full compensation for furnishing all labor, materials, tools and equipment and for doing all work involved in the construction of the Prefabricated Restroom Building as specified.

10-1.47 BASKETBALL COURT (ADD ALT #2).

The contractor shall furnish and install all required items to construct the basketball court facility in accordance with the construction drawings and these special provisions.

The contractor's scope of work includes:

1. Prepare subgrade and install pavement section per plans and these special provisions.
2. Furnish and install (2) basketball hoops per plans and these special provisions. See Section 10-1.33 "SITE FURNISHINGS" for basketball hoop information and submittal requirements.
3. Furnish and install (2) benches per plans and these special provisions. See Section 10-1.33 "SITE FURNISHINGS" for bench information and submittal requirements.

4. Install basketball court striping per plans and these special provisions. See Section 10-1.33 "SITE FURNISHINGS" for water fountain information and submittal requirements.
5. Install ADA Accessible Drinking Fountain and connect to stubbed water and stubbed sewer.

SUBMITTALS. Contractor shall submit basketball hoop specifications from manufacturer for review and approval by City prior to ordering or purchasing any materials.

Contractor to provide structural calculations for the basketball hoop foundations signed by a California registered civil engineer for review and approval by the City.

PAYMENT. Full compensation for Basketball Court as specified will be paid for at the contract lump sum price for Additive Alternate #2, which price shall include full compensation for furnishing all labor, materials, tools and equipment and for doing all work involved in the construction of the Basketball Court as specified.

10-1.48 NORTH PARKING LOT (ADD ALT #3).

The contractor shall provide all materials and labor required to construct the North Parking Lot as detailed on the construction plans, shall conform to the State Standard Specifications, City of McFarland Standards, and as specified herein.

Contractor shall refer to the plans for the location and extents of the North Parking Lot Additive Alternate #3.

The contractor's scope of work includes the following within the extents of the North Parking Lot:

1. Prepare subgrade and install pavement section per plans and these special provisions.
2. Install parking lot signs per plans and Section 10-1.22 "PARKING LOT SIGNS."
3. Install striping per plans and Section 10-1.23 "PARKING LOT STRIPING."
4. Construct concrete curb and gutter, concrete curb, concrete mow curb, concrete walk, accessible ramp, and concrete drive approach per plans and Section 10-1.24 "MISCELLANEOUS CONCRETE CONSTRUCTION."
5. Install under sidewalk drain per plans and Section 10-1.29 "UNDER WALK DRAINS."
6. Construct trash enclosure per plans and Section 10-1.39 "TRASH ENCLOSURES."

PAYMENT. Full compensation for North Parking Lot as specified will be paid for at the contract lump sum price for Additive Alternate #3, which price shall include full compensation for furnishing all labor, materials, tools and equipment and for doing all work involved in the construction of the North Parking Lot as specified.

SECTION 11. (BLANK)

This page intentionally left blank.

SECTION 12. WORK ZONE SAFETY AND MOBILITY

The contractor shall follow all the federal guidelines in implementing the rule on Work Zone Safety and Mobility (23 CFR 630 Subpart J), for more information contractor is directed to the following website:

http://www.ops.fhwa.dot.gov/wz/docs/wz_final_rule.pdf

This page intentionally left blank.

SECTION 13. (BLANK)

This page intentionally left blank.

BIDDING DOCUMENTS

For use in connection with projects administered under the Standard Specifications Dated 2015 and Standard Plans Dated 2015, of the California Department of Transportation, together with applicable Department Sign Specifications; and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

Bid Opening Date: December 16, 2021

City of McFarland

MCFARLAND COMMUNITY GARDEN AND TRAIL CONSTRUCTION

(Black ink must be used to complete this proposal.)

BID
TO THE CITY OF McFARLAND
DEPARTMENT OF PUBLIC WORKS

NAME OF BIDDER _____
BUSINESS P.O. BOX _____
CITY, STATE, ZIP _____
BUSINESS STREET ADDRESS _____
(Please include even if P.O. Box used)
CITY, STATE, ZIP _____
TELEPHONE NO: _____ AREA CODE () _____
FAX NO: _____ AREA CODE () _____
CONTRACTOR LICENSE NO. _____

The work for which this proposal is submitted is for construction in conformance with the Special Provisions (including the payment of not less than the State general prevailing wage rates, the project PLANS AND SPECIAL PROVISIONS described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the California Department of Transportation Standard Specifications Dated 2015 and Standard Plans Dated 2015, together with applicable, ADA Laws and Regulations, 2014 MUTCD Standards and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The Special Provisions for the work to be done are dated July 2021 and are entitled:

CITY OF McFARLAND
DEPARTMENT OF PUBLIC WORKS
NOTICE TO BIDDERS AND SPECIAL PROVISIONS FOR

MCFARLAND COMMUNITY GARDEN AND TRAIL
CONSTRUCTION

The project plans for the work to be done were dated April, 2021 and are entitled:

CITY OF McFARLAND
DEPARTMENT OF PUBLIC WORKS
PROJECT PLANS FOR

MCFARLAND COMMUNITY GARDEN AND TRAIL
CONSTRUCTION

INCLUDE WITH BID

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentagewise the unit price or item total in the *CITY OF McFARLAND's* Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity, which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the *CITY OF McFARLAND*, and that discretion will be exercised in the manner deemed by the *CITY OF McFARLAND* to best protect the public interest in the prompt and economical completion of the work. The decision of the *CITY OF McFARLAND* respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the *CITY OF McFARLAND*, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the *CITY OF McFARLAND* that the contract has been awarded, the *CITY OF McFARLAND* 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 the security accompanying this proposal shall operate and the same shall be the property of *CITY OF McFARLAND*.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; 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 the *CITY OF McFARLAND*, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and 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 therefor the following prices, to wit:

INCLUDE WITH BID

BID PROPOSAL FORM

The undersigned declares that he/she/it has carefully examined the location of the proposed work, that he/she/it has carefully examined the Plans and Specifications and read the accompanying instructions to bidders and hereby proposes to furnish all materials and do all the work required to complete the said work in accordance with said plans, specifications, and special provisions, for the unit price or lump sum set forth in the following schedule:

PROPOSAL

City of McFarland McFarland Community Garden and Trail Construction

Item	Appro x. Qty.	Unit s	Item with Unit Price Written in Words	Unit Price	Total Price
1.	1	L.S.	Prepare and Maintain SWPPP @____ Dollars Lump Sum Amount.	L.S.	_____
2.	1	L.S.	Mobilization and Demobilization @_____ Dollars Lump Sum Amount.	L.S.	_____
3.	1	L.S.	Prepare and Maintain Traffic Control Plan(s) @_____ Dollars Lump Sum Amount.	L.S.	_____
4.	1	L.S.	Provide and Install Project Grant Signage @_____ Dollars Lump Sum Amount.	L.S.	_____
5.	1	L.S.	Clearing, Grubbing, Grading, Compaction and Import @_____ Dollars Lump Sum Amount.	L.S.	_____
6.	1	L.S.	Demolition @_____ Dollars Lump Sum Amount.	L.S.	_____
7.	1	L.S.	Tie-in to Existing Water @_____ Dollars Lump Sum Amount.	L.S.	_____

Item	Appro x. Qty.	Unit s	Item with Unit Price Written in Words	Unit Price	Total Price
8.	1	L.S.	On-site Water System with Backflow preventer @ _____ _____ _____ Dollars Lump Sum Amount.	L.S.	_____
9.	1	L.S.	Tie-in to Existing Sanitary Sewer complete @ _____ _____ _____ Dollars Lump Sum Amount.	L.S.	_____
10.	155	L.F.	Install 4" Sanitary Sewer Pipe @ ____ _____ _____ Dollars Per Linear Foot.	_____/L.F.	_____
11.	2	E.A.	Install Sewer Cleanouts @ _____ _____ _____ Dollars Per Each.	_____/EA	_____
12.	368	C.Y.	Place Class II Aggregate Base @ ____ _____ _____ Dollars Per Cubic Yard.	_____/C.Y.	_____
13.	301	TON	Place Hot Mix Asphalt Concrete for South Lot and Trail @ _____ _____ _____ Dollars Per Square Foot.	_____/TON	_____
14.	1	E.A.	Install South Lot Parking Signs @ ____ _____ _____ Dollars Per Each.	_____/EA	_____
15.	1	L.S.	South Lot Pavement Markings @ ____ _____ _____ Dollars Lump Sum Amount.	L.S.	_____
16.	20	L.F.	Install South Lot Curb & Gutter @ ____ _____ _____ Dollars Per Linear Foot.	_____/L.F.	_____
17.	100	L.F.	Install South Lot Curb @ _____ _____ _____ Dollars Per Linear Foot.	_____/L.F.	_____
18.	2,539	L.F.	Install South Lot and Garden Mow Curb @ _____ _____ _____ Dollars Per Linear Foot.	_____/L.F.	_____

Item	Appro x. Qty.	Unit s	Item with Unit Price Written in Words	Unit Price	Total Price
19.	5,540	S.F.	Install Concrete Walk @ _____ _____ Dollars Per Square Foot.	_____/S.F.	_____
20.	3,160	S.F.	Install Decorative Concrete Walk @ _____ _____ Dollars Per Square Foot.	_____/S.F.	_____
21.	1	E.A.	Install Accessible Curb Ramp @ _____ _____ Dollars Per Each.	_____/EA	_____
22.	115	L.F.	Install Concrete V-Gutter @ _____ _____ Dollars Per Linear Foot.	_____/L.F.	_____
23.	1	E.A.	Install Drive Approach @ _____ _____ Dollars Per Each.	_____/EA	_____
24.	545	S.F.	Install Concrete Accessible Parking Stalls @ _____ _____ Dollars Per Square Foot.	_____/S.F.	_____
25.	2	E.A.	Install Wheel Stops@ _____ _____ Dollars Per Each.	_____/EA	_____
26.	1	L.S.	Install Concrete Steps @ _____ _____ _____ Dollars Lump Sum Amount.	L.S.	_____
27.	1,135	L.F.	Install Concrete Retaining Curb @ _____ _____ Dollars Per Linear Foot.	_____/L.F.	_____
28.	11,230	S.F.	Install Decomposed Granite - Tan @ _____ _____ Dollars Per Square Foot.	_____/S.F.	_____
29.	5,400	S.F.	Install Decomposed Granite - Tan @ _____ _____ Dollars Per Square Foot.	_____/S.F.	_____

Item	Appro x. Qty.	Unit s	Item with Unit Price Written in Words	Unit Price	Total Price
30.	1	E.A.	Install Under Sidewalk Drain@ _____ _____ Dollars Per Each.	_____/EA	_____
31.	1	E.A.	Install Under Trail Drain@ _____ _____ Dollars Per Each.	_____/EA	_____
32.	15	E.A.	Install Fixed Bollards@ _____ _____ Dollars Per Each.	_____/EA	_____
33.	4	E.A.	Install Removable Bollards@ _____ _____ Dollars Per Each.	_____/EA	_____
34.	1,955	L.F.	Install 6 ft high Chainlink Fence @_____ _____ Dollars Per Linear Foot.	_____/L.F.	_____
35.	2,020	L.F.	Install 6 ft high Chainlink Fence with Slats@_____ _____ Dollars Per Linear Foot.	_____/L.F.	_____
36.	1	E.A.	Install 12 ft wide Chainlink Double Swing Gates@ _____ _____ Dollars Per Each.	_____/EA	_____
37.	725	L.F.	Install 6 ft high Tubular Steel Fence @_____ _____ Dollars Per Linear Foot.	_____/L.F.	_____
38.	2	E.A.	Install 12 ft wide Tubular Steel Gates@ _____ _____ Dollars Per Each.	_____/EA	_____
39.	120	L.F.	Install 2'-0" high CMU Retaining Wall @_____ _____ Dollars Per Linear Foot.	_____/L.F.	_____

Item	Appro x. Qty.	Unit s	Item with Unit Price Written in Words	Unit Price	Total Price
40.	180	L.F.	Install 2'-8" high CMU Retaining Wall @ _____ _____ _____ Dollars Per Linear Foot.	_____/L.F.	_____
41.	7	E.A.	Install 6'-6" high CMU Pilasters@ _____ _____ _____ Dollars Per Each.	_____/EA	_____
42.	8	E.A.	Install Park Benches@ _____ _____ _____ Dollars Per Each.	_____/EA	_____
43.	2	E.A.	Install Trash Receptacles@ _____ _____ _____ Dollars Per Each.	_____/EA	_____
44.	3	E.A.	Install ADA Accessible Table with Bench@ _____ _____ _____ Dollars Per Each.	_____/EA	_____
45.	1	E.A.	Install ADA Accessible Drinking Fountain@ _____ _____ _____ Dollars Per Each.	_____/EA	_____
46.	5	E.A.	Install Water Towers@ _____ _____ _____ Dollars Per Each.	_____/EA	_____
47.	1	L.S.	Install Concrete Monument Sign @ _____ _____ _____ _____ Dollars Lump Sum Amount.	L.S.	_____
48.	2	E.A.	Install Trail Head Signs@ _____ _____ _____ Dollars Per Each.	_____/EA	_____
49.	2	E.A.	Install Sail Shade Structures@ _____ _____ _____ Dollars Per Each.	_____/EA	_____
50.	2	E.A.	Install Walkway Arches@ _____ _____ _____ Dollars Per Each.	_____/EA	_____

Item	Appro x. Qty.	Unit s	Item with Unit Price Written in Words	Unit Price	Total Price
51.	23	E.A.	Install Solar Lights@ _____ _____ Dollars Per Each.	_____/EA	_____
52.	2	E.A.	Install Trash Enclosures@ _____ _____ Dollars Per Each.	_____/EA	_____
53.	1	E.A.	Install Compost Bin@ _____ _____ Dollars Per Each.	_____/EA	_____
54.	1	L.S.	Install Prefabricated Storage Shed @ _____ Dollars Lump Sum Amount.	L.S.	_____
55.	185	L.F.	Install Raised Planters @ _____ _____ Dollars Per Linear Foot.	_____/L.F.	_____
56.	1	L.S.	Install Irrigation System @ _____ Dollars Lump Sum Amount.	L.S.	_____
57.	1	E.A.	Install Backflow Preventer@ _____ _____ Dollars Per Each.	_____/EA	_____
58.	1	E.A.	Install Irrigation Controller@ _____ _____ Dollars Per Each.	_____/EA	_____
59.	1	L.S.	Install Soil Preparation @ _____ Dollars Lump Sum Amount.	L.S.	_____
60.	1	L.S.	Install Plants and Ground Cover @ _____ Dollars Lump Sum Amount.	L.S.	_____
61.	75	E.A.	Install 15-gallon Trees@ _____ _____ Dollars Per Each.	_____/EA	_____

Item	Appro x. Qty.	Unit s	Item with Unit Price Written in Words	Unit Price	Total Price
62.	1	L.S.	Provide 90-day Post-Installation Maintenance Period @ _____ _____ _____ _____ Dollars Lump Sum Amount.	L.S.	_____
63.	1	L.S.	Install Electrical Work @ _____ _____ _____ _____ Dollars Lump Sum Amount.	L.S.	_____
TOTAL BASE BID AMOUNT				\$ _____	

TOTAL BASE BID AMOUNT (written in words) is _____
Dollars and _____ **Cents.**
In the event of discrepancy between words and figures, the words shall prevail.

ADDITVE ALTERNATE #1					
Item	Appro x. Qty.	Unit s	Item with Unit Price Written in Words	Unit Price	Total Price
64.	1	L.S.	Install Prefabricated Restroom Building @ _____ _____ _____ _____ Dollars Lump Sum Amount.	L.S.	_____

TOTAL ADDITIVE ALTERNATE #1 AMOUNT (written in words) is _____
Dollars and _____ **Cents.**
In the event of discrepancy between words and figures, the words shall prevail.

ADDITVE ALTERNATE #2					
Item	Appro x. Qty.	Unit s	Item with Unit Price Written in Words	Unit Price	Total Price
65.	1	L.S.	Install Basketball Court @ _____ _____ _____ _____ Dollars Lump Sum Amount.	L.S.	_____

TOTAL ADDITIVE ALTERNATE #2 AMOUNT (written in words) is _____
Dollars and _____ **Cents.**
In the event of discrepancy between words and figures, the words shall prevail.

ADDITVE ALTERNATE #3					
Item	Appro x. Qty.	Unit s	Item with Unit Price Written in Words	Unit Price	Total Price

Signature

Acknowledgment of Addenda
Addendum No. Initial

Printed Name / Title

Company

Contractor's License Number / Expiration Date

Selection of Bidder

Selection of bidder shall be based on the lowest qualified responsible bid for **the combined "TOTAL BID PRICE"**. The City has the option to reject all bids with or without cause. It is understood that the foregoing quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the contractor's compensation will be computed upon the basis of the actual quantities in the complete work, whether they be more or less than those shown.

INCLUDE WITH BID

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.01, "General," of the Special Provisions.

SUBCONTRACTOR LIST

<u>Name And Address</u>	<u>Description of Portion of Work Subcontracted</u>

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

INCLUDE WITH BID

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor
(41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection
with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts
which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts
or subcontracts of \$10,000 or under are exempt.)

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

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

INCLUDE WITH BID

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has , has not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes_____No _____

If the answer is yes, explain the circumstances in the following space.

INCLUDE WITH BID

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

INCLUDE WITH BID

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF McFARLAND
DEPARTMENT OF PUBLIC WORKS

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

INCLUDE WITH BID

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

INCLUDE WITH BID

Accompanying this BID is _____

(NOTICE: INSERT THE WORDS "CASH(\$_____)," "CASHIER'S CHECK,"
"CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the 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 copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Licensed in conformance with an act providing for the registration of Contractors,

License No. _____ Classification(s) _____

ADDENDA - This Bid is submitted with respect to the changes to the contract included in addenda number/s

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

By my signature on this bid I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this Bid I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: _____



SIGNATURE AND TITLE OF BIDDER

Business Address _____

Place of Business _____

Place of Residence _____

INCLUDE WITH BID

**CITY OF McFARLAND
DEPARTMENT OF PUBLIC WORKS
BIDDER'S BOND**

We, _____
_____ as Principal, and

as Surety are bound unto the CITY OF McFARLAND, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for _____

(Copy here the exact description of work, including location as it appears on the proposal)

for which bids are to be opened at _____ on _____
(Insert place where bids will be opened) (Insert date of bid opening)

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

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

Dated: _____, 20 .

Principal

Surety
By _____
Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of California

City/County of _____ SS

On this _____ day of _____ in the year 20 before me
_____, personally appeared _____,

Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

Notary Public

INCLUDE WITH BID

REFERENCES

The following are the names, addresses and telephone numbers for three public agencies for which BIDDER has performed similar work within the past 2 years:

1. Name and Address of Owner

Name and telephone number of person familiar with project

Contract amount	Type of work	Date completed
-----------------	--------------	----------------

2. Name and Address of Owner

Name and telephone number of person familiar with project

Contract amount	Type of work	Date completed
-----------------	--------------	----------------

3. Name and Address of Owner

Name and telephone number of person familiar with project

Contract amount	Type of work	Date completed
-----------------	--------------	----------------

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

INCLUDE WITH BID

CONTRACT DOCUMENTS

(TO BE EXECUTED BY SUCCESSFUL BIDDER)

AGREEMENT NO. _____

PUBLIC WORKS AGREEMENT

By and Between

CITY OF MCFARLAND

and

AGREEMENT NO. _____

**PUBLIC WORKS AGREEMENT
BETWEEN
THE CITY OF MCFARLAND
AND**

THIS PUBLIC WORKS AGREEMENT (“**Agreement**”) is made and entered into this ___ day of _____, 202_ by and between the CITY OF MCFARLAND, a municipal corporation (“**City**”) and _____, a California corporation (“**Contractor**”). City and Contractor may sometimes be referred to herein as a “Party” or collectively as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

ARTICLE 1. WORK OF CONTRACTOR

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements set forth in the Contract Documents for the project entitled **McFarland Community Garden and Trail Construction** (“**Project**”), in accordance with the terms and conditions of this Agreement, which may be referred to as the “**services**” or “**work**” hereunder. All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in strict compliance with the Contract Documents and all local, state, and federal laws and regulations. As used herein, “**Contract Documents**” refers to all of the documents included in the solicitation of bids for the Project and Contractor’s bid proposal(s), including but not limited to, the Notice Inviting Bids, Instructions to Bidders, Bid, Federal Provisions (if any), Applicable Federal Wage Decision (if any), General Provisions, Special Provisions, Appendices, Plans, Drawings, and Addenda, and any other documents included, referenced, or incorporated therein. The Contract Documents are incorporated into this Agreement. In the event of any conflict or inconsistency between the terms of the Contract Documents and this Agreement, the terms of

this Agreement shall govern.

1.2 Incorporation of Caltrans Specifications.

The provisions of the Caltrans Standard Specifications (as the same may be updated, amended, or supplemented from time to time, “Standard Specifications”) are incorporated herein, except as explicitly modified by the Contract Documents. The applicable version of the Standard Specifications shall be the version referenced in the Contract Documents, and if no version is referenced in the Contract Documents, the applicable version shall be the most recent version. In the event of any conflict or inconsistency between the provisions of the Standard Specifications and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Labor and Wage Laws.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a “public work” as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by state law and DIR regulations.

(b) Registration with DIR. Pursuant to Labor Code Section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement. Contractor shall notify the City in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that Contractor’s or any of its subcontractors’ DIR registration status has been suspended, revoked, expired, or otherwise changed.

(c) Prevailing Wages. Contractor shall pay prevailing wages as required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested Party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 et seq.), then Contractor shall pay the state or federal prevailing wage applicable to each laborer, whichever is higher.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Workday. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

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

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's

performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

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

1.6 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code Section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface, unknown, or latent physical conditions at the Project site, materially different from those indicated by information about the Project site made available to bidders prior to the deadline for submitting bids on the Project; or (iii) unknown physical conditions at the Project site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, that will materially affect the performance of Contractor's services hereunder.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, the performance of any part of the work, the City shall issue a change order in accordance with Section 1.11 of this Agreement.

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

1.7 Unidentified Utilities.

To the extent required by Government Code Section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Contract Documents with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the Project site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code Sections 4126 through 4216.9. Contractor must notify utilities

and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

1.8 Trench Excavation.

Pursuant to Labor Code Section 6705, if this Agreement is for more than \$25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This Section 1.8 shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders (set forth in the California Code of Regulations, Title 8, Subchapter 4). This Section 1.8 shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid item in the Contract Documents, and no additional compensation will be allowed therefor.

1.9 Protection and Care of Work and Materials.

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

1.10 Warranty.

Contractor warrants all work under this Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed or corrected and any non-conforming construction or materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in this Agreement, or the Contract Documents, or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance of the Project by the City, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the requirements under this Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Notwithstanding the foregoing, Contractor shall act as soon as requested by the City in response to any emergency condition or situation. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of its subcontractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with

the requirements of this Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement or the Contract Documents, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work or materials at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.11 Additional Work and Change Orders.

Change orders shall be processed as provided in the Standard Specifications, as may be amended by the Contract Documents and as follows:

The City Manager or their designee shall have authority to fully execute change orders up to any compensation or time extension constraints that may be imposed by the City Council, if any at the time of approval of this agreement.

1.12 Grant Fund Requirements.

(a) Federal Funds; Uniform Requirements. If the Project is funded in whole or in part by federal funds, as indicated in Contract Documents, City and Contractor shall comply with all applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) ("Uniform Requirements"), which are incorporated herein by reference. In the event of any inconsistency between the applicable Uniform Requirements and the other provisions of the Agreement, the applicable Uniform Requirements shall prevail.

(b) Grant Requirements. In the Project is funded in whole or in part by any grant funds, as indicated in the Contract Documents, City and Contractor shall comply with all requirements and conditions of the grant(s), which are incorporated herein by this reference.

1.13 Special Provisions.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in Contractor's Bid, attached hereto as **Exhibit A** and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation,

including reimbursement of Contractor's expenses, of _____
DOLLARS AND _____ CENTS (\$_____) ("**Contract Sum**") for completion of the work. The Contract Sum shall constitute full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; and also for all loss or damage arising out of the nature of the work, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Contract Documents and this Agreement. The Contract Sum shall be made in the form of progress payments and a final payment as provided in this Section 2 and the Contract Documents unless the Bid or Contract Documents explicitly provide for a lump sum payment.

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

2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Finance Director. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of this Agreement.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of this Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

2.3 Payment.

City shall, as soon as practicable, independently review each invoice submitted by the Contractor to determine whether the work performed, and expenses incurred comply with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid within thirty (30) days of receipt of an undisputed and properly submitted invoice, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided

herein or any applicable law.

2.4 Retention; Substitution of Securities.

City will deduct a five percent (5%) retention from all progress payments. In accordance with Public Contract Code Section 22300, which is hereby incorporated into this Agreement, City shall permit the substitution of securities for any moneys withheld by City to ensure performance under this Agreement. The retention held by the City shall be released within sixty (60) days after the date of completion of the work and the Project, as required by Government Code Section 7107. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall begin work within five (5) calendar days after receiving a Notice to Proceed from the City and the work shall be completed within **One-Hundred and Eighty (180)** consecutive calendar days from the date on which Contractor received the Notice to Proceed, or otherwise in accordance with any schedule contained in or required to be provided by the Contract Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply as set forth below.

3.2 Force Majeure.

The time period(s) for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of this Agreement pursuant to this Section.

3.3 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of **ONE THOUSAND DOLLARS AND ZERO CENTS (\$1,000.00)** as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code Section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. If City finds that Contractor's work does not meet the requirements and standards provided in the Bid Document, Contractor shall remedy any defects in the work at Contractor's sole expense following notice by the City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as to amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty and indemnification and insurance, respectively.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

_____ (Name)	_____ (Title)
_____ (Name)	_____ (Title)

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

4.2 Status of Contractor.

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

4.3 Project Manager.

The “**Project Manager**” for the City shall be the City Engineer or any other person as may be designated by the Project Manager. It shall be the Contractor’s responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor’s indemnification obligation to the City (as set forth below), and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and, in a form, satisfactory to City.

(a) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not

less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers’ compensation insurance. Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000).

(e) Builder’s Risk Insurance. Contractor shall maintain Builder’s Risk (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the Project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Project site or any staging area.

(f) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor’s Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

5.2 General Insurance Requirements.

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

(b) Proof of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by City’s Risk Manager prior

to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(c) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non- contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(e) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay the premium from any payments due to the Contractor. In the alternative, City may cancel this Agreement.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any Party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other Party involved with the Project who is brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Project will be submitted to City for review.

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, agents, representatives, and volunteers (collectively, "**Indemnitees**") from and against all liability, loss, damage, expense, cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's (or its employees', officers', agents', or subcontractor's) performance of the work hereunder or its failure to comply with any of its obligations contained in this Agreement, including any injuries to or death of any person (including, but not limited to, workers and the public), or damage to property resulting from the construction of the work or by or in consequence of any negligence regarding the work, use of improper materials or equipment in construction of the work, negligence or refusal of Contractor to faithfully perform the work and all of Contractor's obligations under this Agreement, or by or on account of any act or omission by the Contractor (or its employees /agents) or its subcontractors (or their employees / agents) during the progress of the work or at any time before the completion and final acceptance of the Project by the City, except with respect to any loss or damage

which is caused by the sole or active negligence or willful misconduct of the City as determined by a court of competent jurisdiction. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including, without limitation, reasonable attorneys' fees, expert fees and all other costs and fees of litigation. Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination or expiration of this Agreement.

Contractor's obligations under this Section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by the City or any Indemnitees. In instances where City or its Indemnitees is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of the City.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-Party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Labor Bonds.

Concurrently with execution of this Agreement Contractor shall deliver to the City, the following in the form required under the Contract Documents or otherwise by the City Clerk:

(a) A performance bond in the amount of the Contract Sum of this Agreement, which secures the faithful performance of this Agreement ("**Performance Bond**").

(b) A labor and materials bond in the amount of the Contract Sum of this Agreement, which secures the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement ("**Payment Bond**").

(c) A warranty bond, guaranteeing the Contractor's warranty under Section 1.11 of this Agreement, in an amount not less than 5% of the Contract Sum.

The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of this Agreement.

City shall release the Performance Bond and Payment Bond when the following have occurred: (a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement, (b) the work for the Project has been finally accepted by the City, and (c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the Payment Bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated “A” or better in the most recent edition of Best’s Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City (“**Risk Manager**”) due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required under Article 5 of this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “**documents and materials**”) prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation

as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse, or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse, or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

of California, in the County of Fresno, State of California.

7.2 Termination.

The City may terminate this Agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained or contained in the Specifications at the time and in the manner as required. In the event of such termination, the City may proceed with the work in any manner deemed proper by the City. The cost to the City shall be deducted from any sum due the Contractor under this Agreement, and the balance, if any, shall be paid to the Contractor upon demand.

7.3 Dispute Resolution Process.

(a) Section 20104 et seq. of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Additionally, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

(b) For purposes of these procedures, “claim” means a separate demand by the Contractor, after the City has denied Contractor’s timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to this Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

(c) The following requirements apply to all claims to which this Section applies:

i. Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided in this Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

ii. Supporting Documentation. The Contractor shall submit all claims in the following format:

1. Summary of the claim, including references to the specific Bid Document provisions or provisions under this Agreement upon which the claim is based.

2. List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

3. Chronology of events and correspondence related to the claim.

4. Statement of grounds for the claim.

5. Analysis of the claim's cost, if any.

6. Analysis of the claim's time/schedule impact, if any.

(d) City's Response. Upon receipt of a claim pursuant to this Section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

i. If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

ii. Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

iii. The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(e) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(f) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing, unless the Parties agree to select a mediator at a later time.

i. If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third Party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

ii. For purposes of this Section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third Party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Section.

iii. Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

iv. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(g) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this Section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(h) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq.*, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolution of all claims.

(i) Civil Actions for Claims of \$375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling \$375,000 or less:

i. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both Parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code Section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both Parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

ii. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of

Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

iii. Upon stipulation of the Parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the Parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the Parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

iv. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any Party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the reasonable attorneys' fees of the other Party arising out of the trial de novo.

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

7.6 Unfair Business Practices Claims.

Pursuant to Public Contract Code Section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in

interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either Party, this Agreement shall forthwith be amended to make such insertion or correction.

9.2 Notices.

Any notice, demand, request, document, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Project Manager (with her/his name and City title), City of McFarland, 401 W Kern Ave, McFarland, CA 93250, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section. All correspondence relating to this Agreement shall be serialized consecutively.

9.3 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.4 Counterparts.

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

9.5 Integration; Amendment.

This Agreement, together with the documents incorporated herein (including the Standard Specifications and the Contract Documents) and the exhibits attached hereto constitutes the entire, complete, and exclusive expression of the understanding of the Parties with respect to the subject matter hereof. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.6 Severability.

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

9.7 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation,

partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “non-interests” pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third Party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third Party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

9.8 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF MCFARLAND, a municipal corporation

Sally Gonzalez, Mayor

ATTEST:

Francisca Alvarado, City Clerk

APPROVED AS TO FORM:

HODGES LAW GROUP

By: _____
Nathan M. Hodges, City Attorney

CONTRACTOR:

By: _____

Name: _____

By: _____

Name: _____

Address: _____

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

PAGE LEFT BLANK INTENTIONALLY

PERFORMANCE BOND

WHEREAS, the CITY OF MCFARLAND, ("City"), has awarded to _____,
as Contractor ("Principal"), a Contract for the work entitled and described as follows:
_____;

WHEREAS, the Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of _____
DOLLARS AND _____ CENTS (\$_____) this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Contractor, or its heirs, executors, administrators, successors, or assigns, shall in all things stand and abide by, well and truly keep and perform all undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

Executed on _____, 2021

PRINCIPAL

By: _____

(Seal Of Corporation)

Name: _____

Title: _____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

Name and address of Surety:

Name and address of Surety's agent for service of process in California, if different from above:

Telephone number of Surety's Agent in California:

(Attach Acknowledgment)

SURETY

By: _____

(Attorney-in-Fact)

APPROVED:

(Attorney for CITY)

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

PAYMENT BOND
(Labor and Material Bond)

WHEREAS, the CITY OF MCFARLAND, ("City"), has awarded to _____,
as Contractor ("Principal"), a Contract for the work entitled and described as follows:
_____;

WHEREAS, said Contractor is required to furnish a bond in conjunction with said Contract, to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of _____
DOLLARS AND _____ CENTS (\$_____), this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractor fails to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; and/or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the City or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be liable for the reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

///

///

///

Executed on _____, 2021

PRINCIPAL

By: _____

(Seal Of Corporation)

Name: _____

Title: _____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

Name and address of Surety:

Name and address of Surety's agent for service of process in California, if different from above:

Telephone number of Surety's Agent in California:

(Attach Acknowledgment)

SURETY

By: _____

(Attorney-in-Fact)

APPROVED:

(Attorney for CITY)

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

WORKERS COMPENSATION INSURANCE CERTIFICATE

Description of Contract: **City of McFarland**
Project: **MCFARLAND COMMUNITY GARDEN AND TRAIL**
CONSTRUCTION

Type of Insurance: Workers' Compensation and Employers' Liability Insurance

THIS IS TO CERTIFY that the following policy has been issued by the below-stated company in conformance with the requirements of Article 5 of the Contract and is in force at this time, and is in a form approved by the Insurance Commissioner.

The Company will give at least 30 days' written notice to the City and Engineer/Architect prior to any cancellation of said policy.

<u>POLICY NUMBER</u>	<u>EXPIRATION DATE</u>	<u>LIMITS OF LIABILITY</u>
----------------------	------------------------	----------------------------

Workers' Compensation: Statutory Limits Under
the Laws of the State of California

Employers' Liability:

\$_____ Each Accident

\$_____ Disease - Policy Limit

\$_____ Disease - Each Employee

_____ Named Insured (Contractor)	_____ Insurance Company
_____ Street Number	_____ Street Number
_____ City and State	_____ City and State
	By: _____ (Company Representative)

(SEE NOTICE ON NEXT PAGE)

Insurance Company Agent for Service
of Process in California:

Name

Agency

Street Number

City and State

Telephone Number

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy listed herein.

This is to certify that the policy has been issued to the named insured for the policy period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions of such policy.

NOTICE:

No substitution or revision to the above certificate form will be accepted. If the insurance called for is provided by more than one insurance company, a separate certificate in the exact above form shall be provided for each insurance company.

GUARANTEE

CITY OF McFARLAND, Department of Public Works, McFARLAND, California:

In accordance with the terms of the Contract for the
CITY OF McFARLAND
McFARLAND
COMMUNITY GARDEN
AND TRAIL

, between the City of McFarland (hereinafter referred to as City), and the undersigned which Contract provides for the installation of improvements per the plans and specifications for the above referenced project.

When the project is completed and accepted, we guarantee the same to be free from imperfect workmanship and/or materials and we agree to repair and/or replace at our own cost and expense, any and all such work and/or materials which may prove defective in workmanship or materials within a period of one year from the date of acceptance of the above named construction project, ordinary wear and tear or neglect excepted. We also agree to repair and/or replace at our own cost and expense any work and/or materials that we may disturb or displace in making good such defects.

Within twenty-four (24) hours after being notified in writing by the City or the City's representative, or the agent of either of them of any defects in said work or materials we agree to commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee and to complete the work within a reasonable period of time and in the event of our failure to so comply we collectively and expressly do hereby authorize the City and/or the City's representative, or the agent of either of them to proceed to have such work done at our expense and we will honor and pay the cost and charges therefore upon demand.

This guarantee is made expressly for and runs to the benefit of both the City of the above mentioned construction project and the City's representative and shall be enforceable by either of them.

Signature

Date: _____

Printed Name / Title

Company

Contractor's License Number / Expiration Date

Notary Required

GENERAL LIABILITY SPECIAL ENDORSEMENT (Exhibit 1)

GENERAL LIABILITY SPECIAL ENDORSEMENT		Endorsement No. _____	Effective: _____
PRODUCER Telephone: _____	POLICY INFORMATION: Insurance Company: _____ Policy Number: _____ Policy Period: _____ TM Deductible TM Self-Insured (check which) of \$ _____		
NAMED INSURED:	APPLICABILITY. This insurance pertains to the operation and/or tenancy of the named insured under all written agreements and permits in force with the City checked here TM in which case, only the following specific agreements and permits with the City are covered: ENTITY AGREEMENTS/PERMITS		
TYPE OF INSURANCE TM Commercial General Policy TM Business General Policy TM Other	OTHER PROVISIONS:		
LIMIT OF LIABILITY \$_____per accident for bodily injury and property LOSS ADJUSTMENT EXPENSE TM Included in limits TM In Addition to limits	Claims: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: _____		
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows: 1. INSURED. The City, its officers, officials, employees, <i>consultants</i> and volunteers are included as insured. 2. CONTRIBUTION NOT REQUIRED. As respects work performed by the Named Insured for or on behalf of the City, the insurance afforded by this policy (a) be primary insurance as respects the City, its officers, officials, employees, and volunteers; or (b) stand in an unbroken chain of coverage excess of Insured's primary coverage. Any insurance or self-insurance maintained by the City, its offices, officials, employees, and volunteers shall be excess of the Insured's insurance and not contribute with it. 3. CANCELLATION NOTICE. The Company will give at least ten (10) days' written notice to the City prior to cancellation of this policy for nonpayment of premium and thirty (30) days' written notice to the City prior to cancellation of this policy for any other reason. 4. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: (1) Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001 (Ed.11/88); or (2) If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above, nothing herein shall be held to waive, alter, or extend any of the limits, conditions, agreements, or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
ENTITY City of McFarland 401 West Kern Ave. McFarland, CA 93250	AUTHORIZED REPRESENTATIVE TM Broker/Agent TM Underwriter TM I _____ (print/type name), warrant that I have authority to bind the above mentioned insurance company and by my signature heron do so bind this company to this endorsement. Signature: _____ (original signature required) Telephone: _____ Date Signed: _____		
137			

COMMERCIAL GENERAL LIABILITY INSURANCE (Exhibit 1-A)

INSURER:
POLICY NUMBER:
INSURANCE COMPANY:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

--ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS--

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Organization

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

-----Modifications to ISO form CG 20 10 11 85:

1. The insured scheduled above includes the Insured's officers, officials, employees and volunteers.
2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be canceled except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the City.

Signature - Authorized Representative

Address

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY (Exhibit 3)

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY FOR THE CITY OF McFARLAND		Endorsement No. Effective Date
PRODUCER Telephone: _____	POLICY INFORMATION: This special endorsement is attached to and forms a part of the following insurance policy. Insurance Company: _____ Policy Number: _____ Policy Period: _____	
NAMED INSURED	OTHER PROVISIONS	
Claims: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: _____	EMPLOYERS LIABILITY LIMITS \$ _____ Each Accident \$ _____ Disease - Policy Limit \$ _____ Disease - Each Employee	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached of any endorsement now or hereafter attached thereto, it is agreed as follows: 1. CANCELLATION NOTICE. The Company will give at least ten (10) days' written notice to the City prior to cancellation of this policy for nonpayment of premium and thirty (30) days' written notice to the City prior to cancellation of this policy for any other reason. 2. WAIVER OF SUBROGATION. This Insurance Company agrees to waive all rights of subrogation against the City, its officers, officials, employees, <i>consultants</i> and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the City. Except as stated above, nothing herein shall be held to waive, alter, or extend any of the limits, conditions, agreements, or exclusions of the policy to which this endorsement is attached.		
ENDORSEMENT HOLDER		
ENTITY City of McFarland 401 West Kern Ave. McFarland, CA 93250	AUTHORIZED REPRESENTATIVE ™ Broker/Agent ™ Underwriter ™ I _____ (print/type name), warrant that I have authority to bind the above mentioned insurance company and by my signature heron do so bind this company to this endorsement. Signature: _____ (original signature required) Telephone: _____ Date Signed: _____	

CERTIFICATE OF INSURANCE					Issue Date:	
PRODUCER			This certificate of insurance is not an insurance policy and does not amend extend or alter the coverage afforded by the policies below. Companies Company _____ Letter A _____ Company _____ Letter B _____ Company _____ Letter C _____ Best's Rating _____ _____ _____ _____ _____			
INSURED						
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be used or may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies, limits shown may have been reduced by paid claims.						
CO LTR	Type of Insurance	Policy Number	Policy Effective date (mm/dd/yy)	Policy Expiration Date (mm/dd/yy)	All units in thousands	
	General Liability Commercial General Liability Claims Made Occur. Owners & Contractor's Other				General Aggregate	\$
					Products-Comp/Op Agg	\$
					Personal & Adv. Injury	\$
					Each Occurrence	\$
					Fire Damage (any one fire)	\$
					Med. Exp. (any one person)	\$
	Automobile Liability Any Auto All Owned Autos Scheduled Autos Hired Autos Non-Owned Autos Garage Utility				Combined Single Limit	\$
					Bodily Injury (per person)	\$
					Bodily Injury (per accident)	\$
					Property Damage	\$
	Excess Liability Umbrella Form Other Than Umbrella				Each Occurrence	\$
					Aggregate	\$
	Worker's Compensation and Employer's Liability				Statutory	\$
					Each Accident	\$
					Disease Policy Limit	\$
					Disease Each Employee	\$
					Amount of Insurance	\$
Description of operations/locations/vehicles/restrictions/special items:						
THE FOLLOWING PROVISIONS APPLY: 1. CANCELLATION NOTICE. The Company will give at least ten (10) days' written notice to the City prior to cancellation of this policy for nonpayment of premium and thirty (30) days' written notice to the City prior to cancellation of this policy for any other reason. 2. The City, its officials, officers, employees, <i>consultants</i> and volunteers are added as insured on all liability insurance policies listed above. 3. It is agreed that any insurance or self-insurance maintained by the City will apply in excess of and not contribute with the insurance described above. 4. The City is named a loss payee on the property insurance policies described above, if any. 5. All rights of subrogation under the property insurance policy listed above have been waived against the City. 6. The workers' compensation insurer named above, if any, agrees to waive all rights of subrogation against the City for injuries to employees of the insured resulting from work for the City or use of the City's premises or facilities.						
CERTIFICATE HOLDER/ADDITIONAL INSURED: City of McFarland 401 West Kern Ave. McFarland, CA 93250				AUTHORIZED REPRESENTATIVE Signature _____ Title _____ _____ Phone No. _____		

INSURANCE REQUIREMENTS FOR CONTRACTORS (Exhibit 6)

(with Construction Risks)

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01 11 88).
2. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance.
4. Course of Construction insurance covering for all risks of loss.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000.00 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: \$1,000,000.00 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000.00 per accident for bodily injury or disease.
4. Course of Construction: Completed value of the project.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

1. The City, its officers, officials, employees, and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, lease, 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. 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 City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. CANCELLATION NOTICE. The Company will give at least ten (10) days' written notice to the City prior to cancellation of this policy for nonpayment of premium and thirty (30) days' written notice to the City prior to cancellation of this policy for any other reason.

Course of construction policies shall contain the following provisions:

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

Acceptability of Insurers

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

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City 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

Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all the requirements stated herein.

UNDERWRITER/BROKER CERTIFICATION (Exhibit 11)

City: **CITY OF McFARLAND**

City project identification: **McFarland Community Garden and Trail Construction Project**

Contractor providing contractual services: _____

Insurer(s): _____

Best rating(s): _____

Name and title of underwriter, broker, or agent completing certification: _____

I, the undersigned insurance underwriter, insurance broker, or agent do hereby certify that I have examined the insurance requirements prepared by the City for the above referenced project and have attached herewith certificates of insurance and all endorsements specified in the insurance requirements on forms provided by the City.

I further certify that the coverage's provided to the Contractor and described in the certificates of insurance conform in all respects to the requirements set forth in the insurance requirements, 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 requirements;
2. The minimum occurrence limits and aggregate limits of insurance are consistent with those set forth in the insurance requirements;
3. All deductibles and/or self-insured retentions have been declared;
4. All required endorsements identified in the insurance requirements 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.

The coverage's provided to the Contractor do not conform in all respects to the requirements set forth in the insurance requirements. An explanation of each and every variance from the requirements and an evaluation of the relative risk exposures and protections to the City and the Contractor are attached.

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

Signature

Date

Name of Company

Business Address and Phone Number

APPENDIX A – QUALITY ASSURANCE PROGRAM

CITY OF MCFARLAND
QUALITY ASSURANCE
PROGRAM

JULY 2014

CONTENTS

QUALITY ASSURANCE PROGRAM	PAGE
Definition of Terms	3
Materials Laboratory	3
Acceptance Testing	4
Independent Assurance Program (IAP)	4
Reporting Acceptance Testing Results	4
Testing of Manufactured Materials	5
Project Certification	5
Records	5

ATTACHMENTS*

Attachment #1 - Appendix D "Acceptance Sampling and Testing Frequencies"

Attachment #2 - Exhibit 16-V of the Local Assistance Procedures Manual "Source Inspection Request"

Attachment #3 - Appendix F "Construction Materials Accepted by a Certificate of Compliance"

Attachment #4 - Appendix J "Example Certificates of Compliance"

Attachment #5 - Appendix K "Examples of Materials Certificates / Exceptions"

Attachment #6 - Appendix H "Example of Log Summary Sheet"

* Appendices are from the Caltrans Quality Assurance Program Manual

QUALITY ASSURANCE PROGRAM (QAP)

AGENCY: CITY OF MCFARLAND

The purpose of this program is to provide assurance that the materials incorporated into the construction projects are in conformance with the contract specifications. This program should be updated every five years or more frequent if there are changes of the testing frequencies or to the tests themselves. To accomplish this purpose, the following terms and definitions will be used:

DEFINITION OF TERMS

- Acceptance Testing (AT) - Sampling and testing, or inspection, to determine the degree of compliance with contract requirements.
Independent Assurance Program (IAP) - Verification that AT is being performed correctly by qualified testers and laboratories.
Quality Assurance Program (QAP) - A sampling and testing program that will provide assurance that the materials and workmanship incorporated into the construction project are in conformance with the contract specifications. The main elements of a QAP are the AT, and IAP.
Source Inspection - AT of manufactured and prefabricated materials at locations other than the job site, generally at the manufactured location.

MATERIALS LABORATORY

The AGENCY will use their own materials laboratory or a private consultant materials laboratory to perform AT on Federal-aid and other designated projects. The materials laboratory shall be under the responsible management of a California registered Engineer with experience in sampling, inspection and testing of construction materials. The Engineer shall certify the results of all tests performed by laboratory personnel under the Engineer's supervision. The materials laboratory shall contain certified test equipment capable of performing the tests conforming to the provisions of this QAP.

The materials laboratory used shall provide documentation that the laboratory complies with the following procedures:

1. Correlation Testing Program-The materials laboratory shall be a participant in one or more of the following testing programs:
 - a. AASHTO Materials Reference Laboratory (AMRL)
 - b. Cement and Concrete Reference Laboratory (CCRL)
 - c. Caltrans' Reference Samples Program (RSP)
2. Certification of Personnel- The materials laboratory shall employ personnel who are certified by one or more of the following:
 - a. Caltrans District Materials Engineer
 - b. Nationally recognized non-Caltrans organizations such as the American Concrete Institute, Asphalt, National Institute of Certification of Engineering Technologies, etc.
 - c. Other recognized organizations approved by the State of California and/or Recognized by local governments or private associations.
3. Laboratory and Testing Equipment - The materials laboratory shall only use laboratory and testing equipment that is in good working order. All such equipment shall be calibrated at least once each year. All testing equipment must be calibrated by impartial means using devices of accuracy traceable to the National Institute of Standards and Technology. A decal shall be firmly affixed to each piece of equipment showing the date of the last calibration. All testing equipment calibration decals shall be checked as part of the IAP.

ACCEPTANCE TESTING {AT}

AT will be performed by a materials laboratory certified to perform the required tests. The tests results will be used to ensure that all materials incorporated into the project are in compliance with the contract specifications.

Testing methods will be in accordance with the CT Methods or a national recognized standard (i.e., AASHTO, ASTM, etc.) as specified in the contract specifications.

Sample locations and frequencies may be in accordance with the contract specifications. If not so specified in the contract specifications, samples shall be taken at the locations and frequencies as shown in Attachment #1 (Appendix D, "Acceptance Sampling and Testing Frequencies" of the QAP Manual).

INDEPENDENT ASSURANCE PROGRAM {IAP}

IAP shall be provided by personnel from Caltrans, the Agency's certified materials laboratory, or consultant's certified materials laboratory. IAP will be used to verify that sampling and testing procedures are being performed properly and that all testing equipment is in good condition and properly calibrated.

IAP personnel shall be certified in all required testing procedures, as part of IAP, and shall not be involved in any aspect of AT.

IAP shall be performed on every type of materials test required for the project. Proficiency tests shall be performed on Sieve Analysis, Sand Equivalent, and Cleanness Value tests. All other types of IAP shall be witness tests.

Poor correlation between acceptance tester's results and other test results may indicate probable deficiencies with the acceptance sampling and testing procedures. In cases of unresolved discrepancies, a complete review of AT shall be performed by IAP personnel, or an independent materials laboratory chosen by the Agency. IAP samples and tests are not to be used for determining compliance with contract requirements. Compliance with contract requirements is determined only by AT.

REPORTING ACCEPTANCE TESTING RESULTS

The following are time periods for reporting material test results to the Resident Engineer:

When the aggregate is sampled at material plants, test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 24 hours after sampling.

When materials are sampled at the job site, test results for compaction and maximum density should be submitted to the Resident Engineer within 24 hours after sampling.

When soils and aggregates are sampled at the job site:

- (1) Test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 72 hours after sampling.
- (2) Test results for "R" Value and asphalt concrete extraction should be submitted to the Resident Engineer within 96 hours after sampling.

When sampling products such as Portland Cement Concrete (PCC), cement-treated base (CTB), hot mix asphalt (HMA), and other such materials; the time of such sampling shall be varied with respect to the time of the day insofar as possible, in order to avoid a predictable sampling routine. The reporting of AT results, if not performed by the Resident Engineer's staff, shall be done on an expedited basis such as by fax or telephone.

TESTING OF MANUFACTURED MATERIALS

During the Design phase of the project, the Project Engineer may submit a "Source Inspection Request" see Attachment#2 (Exhibit 16-V of the LAPM) to the Agency, consultant, or Caltrans for inspection and testing of manufactured and prefabricated materials by their materials laboratory. A list of materials that can be typically accepted on the basis of certificates of compliance during construction is found in Attachment #3 (Appendix F of the QAP Manual). All certificates of compliance shall conform to the requirements of the contract specifications, for examples see Attachment #4 (Appendix J of the QAP Manual).

Should the Agency request Caltrans to conduct the source inspection, and the request is accepted, all sampling, testing, and acceptance of manufactured and prefabricated materials will be performed by Caltrans' Office of Materials Engineering and Testing Services.

For Federal-aid projects on the National Highway System (NHS), Caltrans will assist in certifying the materials laboratory, and the acceptance samplers and testers. For Federal-aid projects off the NHS, Caltrans may be able to assist in certifying the materials laboratory, and the acceptance samplers and testers.

PROJECT CERTIFICATION

Upon completion of a Federal-aid project, a "Materials Certificate" shall be completed by the Resident Engineer. The Agency shall include a "Materials Certificate" in the Report of Expenditures submitted to the Caltrans District Director, Attention: District Local Assistance Engineer. A copy of the "Materials Certificate" shall also be included in the Agency's construction records. The Resident Engineer in charge of the construction function for the Agency shall sign the certificate. All materials incorporated into the work which did not conform to specifications must be explained and justified on the "Materials Certification", including changes by virtue of contract change orders. See Attachment# 5 for an example (Appendix K of the QAP Manual).

RECORDS

All material records of samples and tests, material releases and certificates of compliance for the construction project shall be incorporated into the Resident Engineer's project file. If a Federal-aid project:

The files shall be organized as described in Section 16.8 "Project Files" of the Local Assistance Procedures Manual.

It is recommended that the complete project file be available at a single location for inspection by Caltrans and Federal Highway Administration (FHWA) personnel.

The project files shall be available for at least three years following the date of final project voucher. The use of a "Log Summary," as shown in Appendix Hof the QAP Manual (See Attachment# 6), facilitates reviews of material sampling and testing by Caltrans and FHWA, and assists the Resident Engineer in tracking the frequency of testing.

When two or more projects are being furnished identical materials simultaneously from the same plant, it is not necessary to take separate samples or separate tests for each project; however, copies of the test reports are to be provided to each of the project managers to keep in the records.

APPROVED BY

NAME: **Constantino E. Garcia, RCE 78446**

TITLE: **City of McFarland Engineer**

APPENDIX D -ACCEPTANCE SAMPLING AND TESTING FREQUENCIES

Note: It may be desirable to sample and store some materials. If warranted, testing can be performed at a later date.

Portland Cement (Hydraulic Cement)

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Cement/fly ash (Sampling only)	8-lb. sample	If possible, take a least one sample per job, even if the material is accepted based on a Certificate of Compliance.	ASTMD75, C494 CT 125 AASHTO T127, M85, M295	Standard for sampling hydraulic cement or fly ash.
Cement (Testing Only)	8-lb. sample	If the product is accepted based on a Certificate of Compliance, testing is not required. If the product is not accepted using a Certificate of Compliance, test at least once per job.	ASTMC109 CT 515 AASHTO T106	If testing appears warranted, fabricate six 2-in. mortar cubes using the Portland (or hydraulic cement). Test for compressive strength.

Portland Cement Concrete (Hydraulic Cement Concrete)

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Aggregate for Hydraulic Cement Concrete (Sampling & Testing)	50-lb. sample	Take one aggregate sample for each 1000 cu. yd. of PCC/HCC concrete. Test at least one sample per job.	ASTM D75 CT 125 AASHTOM6, T2, M80	Sample aggregate from belt or hopper (random basis).
Water (Sampling & Testing)	Take a two-quart sample using a clean plastic jug (with lining) and sealed lid. Sample at the point of use.	If the water is clean with no record of chlorides or sulfates greater than 1%, no testing is required. If the water is dirty do not use it. Test only when the chloride or sulfates are suspected to be greater than 1%.	CT 405, CT 422, CT417 AASHTOR23	If testing appears warranted, test for chlorides and sulfates.



Appendix D (continued)

Portland Cement Concrete (Hydraulic Cement Concrete) - Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description of Comments
Air Entraining Admixtures (Sampling & Testing)	Take a one-quart sample using a clean, lined can or plastic bottle, if liquid. If powder, take a 2.5 lb. sample.	If the product is accepted based on a Certificate of Compliance, testing is not required. Take one sample per job. Prior to sampling, check with Caltrans (METS) for acceptable brands and dosage rates.	ASTMC233 AASHTO M154, T157, C260	If testing appears warranted, test for sulfates and chlorides. Admixtures with sulfates and chlorides greater than 1% should not be used.
Water Reducers or Set Retarders (Sampling & Testing)	If liquid, take a 1-qt. sample using a clean plastic can. If powder, take a 2.5 lb. sample.	If the product is accepted based on a Certificate of Compliance, no testing is required. If not, test once per job. Prior to using this product, please check with Caltrans (METS) for acceptable brands and dosage rates.	ASTMC494 AASHTO M194	If testing appears warranted, test for sulfates and chlorides. Admixtures with sulfates and chlorides greater than 1% should not be used.
Freshly-Mixed Concrete (Sampling)	Approx. 150lb. (or 1cu. ft.) near mixer discharge.	When tests are required, take at least one sample for each 500 to 1000 cu. yd. of PCC/HCC.	ASTMC172, C685 CT 539 AASHTO T1 41, M157	This describes a method to sample freshly-mixed concrete.
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge.	On projects with 500 cu. yd., or more, test at least one sample per job.	ASTMC143 AASHTOT119	This test determines the slump of the freshly-mixed concrete.
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge	On projects with 500 cu. yd., or more, test at least one sample per job.	ASTM C360 CT 533	This test determines the ball penetration of the freshly-mixed concrete.
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge	On projects with 500 cu. yd., or more, test at least one sample per job.	ASTMC231 CT504 AASHTOT152	This test determines the air content of freshly-mixed concrete (pressure method).
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge	On projects with 500 cu. yd., or more, test at least one sample per job.	ASTMC138 CT 518 AASHTOT121	This test determines the unit weight of freshly mixed concrete.



Appendix D (continued)

Portland Cement Concrete (Hydraulic Cement Concrete) - Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge	Fabricate at least two concrete cylinders per project. Test for compressive strength at least once for each 500 to 1,000 cu. yd. of structural concrete.	ASTMC39 CT 521 AASHTOT22	This test is used to fabricate 6" x 12" concrete cylinders. Compressive strengths are determined, when needed.
Freshly-Mixed Concrete (Testing)	Approximately 210 lb. of concrete are needed to fabricate three concrete beams.	One sample set for every 500 to 1,000 cu. yd. of concrete.	ASTMC78 CT31 AASHTOT97 & T23	This test is used to determine the flexural strength of simple concrete beams in third-point loading

Soils and Aggregates

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Aggregate (Sampling)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTMD75 CT 125 AASHTOT2	This test describes the procedures to sample aggregate from the belt or hopper (random basis).
Fine Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTMC128 CT208 AASHTOT84	This test determines the apparent specific gravity of fine aggregates for bituminous mixes, cement treated bases and aggregate bases.
Fine Aggregate (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTMC128 CT207 AASHTOT84	This test determines the bulk specific gravity (SSD) and the absorption of material passing the No. 4 sieve.



Coarse Aggregate (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	CT206	This test determines the cleanness of coarse aggregate.
-------------------------------	-------------------	---	-------	---

Appendix D (continued)

Soils and Aggregates - Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Coarse Aggregate (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTMC127 CT227 AASHTOT85	This test determines the specific gravity and absorption of coarse aggregate (material retained on the No. 4 sieve).
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTMC136 CT202 AASHTOT27	This test determines the gradation of soils and aggregates by sieve analysis.
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTMD2419 CT217 AASHTOT176	This test determines the Sand Equivalent of soils and aggregates.
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C117 AASHTOT11	This test determines the gradation for materials finer than the No. 200 sieve (by washing method).
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTMD3744 CT229 AASHTOT10	This test determines the Durability Index of soils and aggregates.
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTMD2844 CT301 AASHTOT190	This test determines the Resistance Value (R-) and expansion pressure of compacted materials.
Soils and Aggregates (Testing)	One random location for every 2,500 sq. ft.	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTMD2922 CT231 AASHTO T238	This test determines field densities using the nuclear gage.
Soils and Aggregates (Testing)	One random location for every 2,500 sq. ft.	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTMD3017 CT231 AASHTOT239	This test determines the water content using the nuclear gage.



Appendix D (continued)

Asphalt Binder

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Binder (Sampling)	One 0.5-gal. sample placed in a clean, sealed can.	Sample once per job at the asphalt concrete plant.	CT 125 ASTMD979 AASHTO T168, T48	This procedure describes the proper method to sample the asphalt binder.
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Sample once per job at the asphalt concrete plant.	ASTM D92, DI 17 AASHTOT48	This test determines the flash point of the asphalt binder (by Cleveland open cup).
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTMD2872& D92 CT346 AASHTOT240 &T48	This test determines the rolling thin-film oven test (RTFO).
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTMD2042 AASHTOT44	This test determines the solubility of asphalt material in trichloroethylene.
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTMD2171 AASHTOT202	This test determines the dynamic viscosity, (absolute viscosity of asphalt@ 140 degrees F by the Vacuum Capillary Viscometer Poises).
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTMD5 AASHTOT49	This test determines the penetration of bituminous material @ 77 degrees F and percentage of original penetration from the residue.
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTMD113 AASHTOT51	This test determines the ductility of asphalt@ 77 degrees F.
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTMD2170 AASHTOT201	This test determines the kinematic viscosity of asphalt @275 degrees F (Centistoke).



Appendix D (continued)

Asphalt Binder - Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2171 AASHTOT202	This test determines the dynamic viscosity. (absolute viscosity of asphalt @ 140 degrees F by the Vacuum Capillary Viscometer Poises).
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTMD36 AASHTOT53	This test determines the softening point of asphalt.

Asphalt Emulsified

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Emulsified Asphalt (Sampling)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTMD140, D979 CT 125 AASHTOT40, TI68	This test describes the procedure to sample the emulsified asphalt.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTMD244 AASHTOT59	This test determines the sieve retention of emulsified asphalt.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTMD244 AASHTOT59	This test determines the weight per gallon of emulsified asphalt.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTMD244 AASHTOT59	This test determines the penetration of the emulsified asphalt.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTMD244 CT330 AASHTOT59	This test determines the residue @ 325 degrees F evaporation of emulsified asphalt.



Appendix D (continued)

Asphalt Emulsified - Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTMD4402 AASHTOT201	This test determines the Brookfield viscosity.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTMD88 AASHTOT72	This test determines the Saybolt-Furul viscosity of emulsified asphalt @, 77 degrees F (seconds).

Hot Mix Asphalt (Asphalt Concrete) - Concrete

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Concrete (Sampling)	Obtain one 30-lb. sample each day of production	Obtain one sample at the asphalt concrete plant for each 5,000 tons of asphalt concrete placed.	ASTM D75, D140, D979 CT 125 AASHTO T 40, T168	This test describes the procedure to sample the asphalt concrete.
Asphalt Concrete (Testing)	4" x 8" cores	Take one 4" x 8" core for every 500 ft of paved roadway.	ASTM D1 188, DI560, DI561, D5361 CT304 AASHTO T246, T247	This test determines the field density of street samples.
Asphalt Concrete (Testing)	Obtain one 30-lb. sample for each day of production	Obtain one sample for every five cores taken.	ASTM DI 188, DI560, DI561, D5361 CT304 AASHTO T246, T247	This test determines the laboratory density and relative compaction of asphalt concrete.
Asphalt Concrete (Testing)	4" x 8" cores	Obtain one sample for every five cores taken.	ASTMD2726, DI188, D5361	This test determines the specific gravity of compacted bituminous mixture dense- graded or non-absorptive.

Appendix D (continued)

Hot Mix Asphalt (Asphalt Concrete)-Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Concrete (Testing)	One 30-lb sample	Obtain one sample for every 1,000 tons of asphalt concrete.	ASTMD1559 AASHTOT245	This test determines the resistance to plastic flow of prepared mixes as determined by the Marshall Method.
Asphalt Concrete (Testing)	One 30-lb sample	Obtain one sample for every 1,000 tons of asphalt concrete.	ASTM C117, D2172 (use Method B) AASHTOT164	This test determines the percentage of aggregates recovered from asphalt materials.
Geotextile Fabric (Placed Under the Asphalt Concrete) (Testing2)	One 12 ft. x 3 ft. sample	Obtain one sample per job.	ASTMD4632 AASHTOM288	This test determines the weight per sq. yd. and grabs strength of geotextile fabrics.
Asphalt Concrete (Testing)	Sample any test location (random basis)	Obtain one sample for every 1,000 tons of asphalt concrete.	ASTMD2950 CT375	This test determines the nuclear field density of in-place asphalt concrete.
Asphalt Concrete (Testing)	One 10-lb sample	Obtain one sample during every day of production.	ASTMD1560, D1561 CT366 AASHTO T246, T247	This test determines the stability value of asphalt concrete.
Slurry Seals (Sample)	One 0.5 gal. sample in a clean, dry plastic container.	Obtain one sample per truck	ASTM D979 CT 125 AASHTOT40, T168	This test describes the procedure for sampling the slurry seal.
Aggregate for Slurry Seals (Testing)	One 30-lb. sample.	Obtain at least one sample per project from the belt or hopper or stockpile and test for Sand Equivalent	ASTMD2419 CT217 AASHTOT176	This test determines the Sand Equivalent of aggregates.



Appendix D (continued)

Slurry Seals

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Aggregate for Slurry Seals (Testing)	One 30-lb. sample.	Obtain at least one sample per project from the belt, hopper, or stockpile and test for sieve analysis of fine sand.	ASTM C117 AASHTOT11	This test determines the sieve analysis of fine sand (gradation of materials finer than No. 200 sieve by wash grading).
Slurry Seals (Testing)	One 0.5 gal. sample in a clean, dry plastic container.	Test one sample per project and test for Abrasion.	ASTMD3910	This test determines the Wet Track Abrasion Test (2) (WTAT).

Steel

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Steel Strand (Testing)	Sample strand at various sizes.	This item may be accepted using a Certificate of Compliance. Sample and test at least two steel strands per job when a Certificate of Compliance is not used.	ASTMA370, A416, E328 AASHTOT244	This test determines the tensile strength of uncoated seven-wire stress-relieved strand for pre-stressed concrete.
Steel Rebar (Testing)	Sample rebar at various sizes.	This item may be accepted using a Certificate of Compliance. Sample and test at least two steel rebar per job when a Certificate of Compliance is not used.	ASTMA615, A370 AASHTOT244	This test determines the steel reinforcement bar tensile strength and bend capability.

**SAMPLE COVER MEMO
SOURCE INSPECTION REQUEST
FROM LOCAL AGENCY TO
CALTRANS' DISTRICT LOCAL ASSISTANCE ENGINEER
(Prepared By Applicant On Applicant Letterhead)**

To: (name)
Caltrans' District Local Assistance Engineer
Caltrans' Local Assistance Office
(district office address)

Date: _____

Federal-aid Project Number: (if one has been assigned) _____

Project Description: _____

Project Location: _____

Subject: (Source Inspection/or Project Name, County)

We are requesting that Caltrans provide Source Inspection (reimbursed) services for the above mentioned project. We understand we are responsible for paying for this service provided for by the State. Listed below are the materials for which we are requesting Caltrans' Source Inspection (reimbursed) services.

Materials that will require source inspection:

Justification for request:(Based on the requirements in Section 16.14 under "Source Inspection")_____

Any question you might have about the above materials should be directed
to:_____, at_____ (phone #)_____

Approved:

(Applicant Representative Name)

District Local Assistance Engineer

(Title)

(Date)

(Local agency, name & address)



Appendix F - Construction Materials Accepted by a Certificate of Compliance *

Soil Amendment
Fiber
Mulch
Stabilizing Emulsion
Plastic Pipe
Lime
Reinforcing Steel
Structural Timber and Lumber
Treated Timber and Lumber
Timber and Lumber
Culvert and Drainage Pipe Joints
Reinforced Concrete Pipe
Corrugated Steel Pipe and Corrugated Steel Pipe Arches
Structural Metal Plate Pipe Arches and Pipe Arches
Perforated Steel Pipe
Polyvinyl Chloride Pipe and Polyethylene Tubing
Steel Entrance Tapers, Pipe Down drains, Reducers, Coupling Bands and Slip Joints
Aluminum Pipe (Entrance Tapers, Arches, Pipe Down drains, Reducers, Coupling Bands and Slip Joints)
Metal Target Plates
Electrical Conductors
Portland Cement
Minor Concrete
Waterstop

* If Caltrans Standard Specifications May 2006 is part of contract specifications.

Note: Usually these items are inspected at the site of manufacture or fabrication and reinspected after delivery to the job site.



Appendix J.1 - Example of a Vendor's Certificate of Compliance

No. 583408

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
VENDOR'S CERTIFICATE OF COMPLIANCE
MR-0543 (REV. 5/93) #CT-7541-6020-2

☐ PRECAST CONCRETE PRODUCTS OR ☒ SOUNDWALL

TO: BILL SYNDER

STATE HIGHWAY ENGINEER

RESIDENT ENGINEER - CITY OF FLATLAND

We certify that the portland cement, chemical and mineral admixtures contained in the material described below are brands stated and comply with specifications for:

CONTRACT NUMBER:

CEMENT BRAND

XYZ CEMENT CO.

TYPE

II MODIFIED

MILL LOCATION

MIDLAND,
CALIFORNIA

CHEMICAL ADMIXTURE

1. BRAND

ABC ADMIXTURE

TYPE

WATER REDUCER

MANUFACTURER

XYZ SUPPLIER

2. BRAND

TYPE

MANUFACTURER

☐ CHECK BOX IF A CHEMICAL ADMIXTURE WAS NOT USED

MINERAL ADMIXTURE

MANUFACTURER

POZZ. INC.

CLASS

F

☐ CHECK BOX IF A MINERAL ADMIXTURE WAS NOT USED

DELIVERY DATE (Ready-Mix)

7/7/07

DATES OF FABRICATION (Precast)

LIST PRODUCTS TO WHICH CERTIFICATE APPLIES. (Show size and lin. ft. of pipe, etc., delivery slip numbers for ready-mix.)

Portland Cement
Flyash
Water Reducer

MANUFACTURER OF CONCRETE PRODUCTS

A. & B. READY MIX

By: AUTHORIZED REPRESENTATIVE SIGNATURE

Joe Anderson

PM 93 1839

Original to Res. Engr. Retain Duplicate.

OSP 01 55624



Appendix J.2 - Example of a Certificate of Compliance for Portland Cement (continued)

This is to certify that the

Portland Cement.

Supplied by ABC Cement Company complies with all
requirements for Type II Portland Cement when tested in
accordance with ASTM C - 494.

Local Agency Project No.
HP21L – 5055 – 111

Albert Howakowa
Quality Assurance Engineer
ABC Cement Company

Date: 07/07/07.



Appendix K - Examples of Materials Certificates/Exceptions (Signed by the Resident Engineer at the Completion of the Project)

Federal-aid Project No.: Project HP21L – 5055 – 111

Subject: Materials Certification

This is to certify that the results of the tests on acceptance samples indicate that the materials incorporated in the construction work and the construction operations controlled by sampling ☒ and testing were in conformity with the approved plans and specifications.

☐ All materials exceptions to the plans and specifications on this project are noted below.

No exceptions were found to the plans and specifications on this project.

Bill Sanders
Resident Engineer (Print Name)

Bill Sanders
Resident Engineer (Signature)

7/7/07
(Date)

Note: The signed original of this certificate is placed in the Resident Engineer's project files and one copy is mailed to the DLAE and filed under "Report of Expenditures."

See the attachment (next page)



Appendix K (continued)

Attachments: Materials Exceptions (Acceptance Testing)

Type of Test	Description of Work	Total Tests Performed On the Project	Number of Failed Tests	Action Taken
Slump Test	Concrete Sidewalk	8	1	When the measured slump exceeded the maximum limit, the entire concrete load was rejected.
Sand Equivalent	Aggregate for Structural Concrete	10	1	The tested S.E. was 70 and the contract compliance specification was 71 minimum. However, the concrete 28-day compressive strength was 4800 psi. The concrete was considered adequate and no materials deductions were taken.
Compaction	Sub grade Material	12	1	One failed test was noted. The failed area was watered and reworked. When this was completed, a retest was performed. The retest was acceptable.
Compaction	Hot Mix Asphalt	12	1	One failed area was noted. It was reworked and retested. The second test met specifications.

Bill Sanders
Resident Engineer (Print Name)

Bill Sanders
Resident Engineer (Signature)

July 4, 2007
Date



Appendix H - Example of a Log Summary Sheet

Subgrade Materials

Date	CT	Station	Elevation	Test Results	Minimum Spec.	Passed or Failed	Action Taken
5/15/07	231	1+ 00 (30' L)	99.00	93	90 or greater	Passed	N/A
5/16/07	231	1+ 50 (20' R)	100.50	94	90 or greater	Passed	N/A
5/17/07	231	2+ 25 (25' R)	101.00	96	90 or greater	Passed	N/A
5/18/07	231	1+ 50 (30' L)	101.50	95	95 or greater	Passed	N/A
5/19/07	231	2+ 50 (20' L)	102.00	92 *	95 or greater	Failed	See Note 1
5/19/07	231	2+ 50 (20' L)	102.00	95	95 or greater	Passed	N/A

CT 231 = Compaction (Nuclear Gage)

* Note 1: The Contractor used a water tank to dampen the soil surface at the failed subgrade location. Using a sheep's foot compactor, he reworked the subgrade (making at least 10 passes) from Station 2+ 00 to Station 3+ 00. After approximately 30 minutes, another compaction test was taken. This time the relative compaction was 95.

Aggregates and Base Materials

Date	CT	Station	Elevation	Test Results	Minimum Spec.	Passed or Failed	Action Taken
6/20/07	202	1+ 00 (10' R)	102.50	See data sheet	See data sheet	Passed	N/A
6/20/07	202	2+ 00 (20' L)	102.50	See data sheet	See data sheet	Passed	N/A
6/22/07	217	1+ 00 (10' R)	102.50	75	25 or greater	Passed	N/A
6/22/07	217	2+ 00 (20' L)	102.50	83	25 or greater	Passed	N/A
6/20/07	227	1+ 00 (20' R)	102.50	86	71 or greater	Passed	N/A
6/20/07	227	1+ 50 (20' L)	102.50	85	71 or greater	Passed	N/A
6/24/07	231	2+ 00 (20' R)	102.50	98	95 or greater	Passed	N/A
6/24/07	231	2+ 50 (20' L)	102.50	97	95 or greater	Passed	N/A

CT 202 = Sieve Analysis, CT 217 = Sand Equivalent, CT 227 = Cleanness Value,
 CT 231 = Compaction (Nuclear Gage)



Appendix H (continued)

Hot Mix Asphalt

Date	CT	Station	Elevation	Test	Minimum	Passed or	Action
				Results	Spec.	Failed	Taken
7/10/07	339	1+ 00 (10' R)	103.00	0.08 gal/ sq yd	0.05 -0.10 gal/sq yd	Passed	N/A
7/10/07	366	2+ 00 (20' L)	103.00	32	>23	Passed	N/A
7/10/07	366	1+ 00 (10' R)	103.00	41	>23	Passed	N/A
7/10/07	375	2+ 00 (20' L)	103.00	94	RC = 93 to 97	Passed	N/A
7/15/07	375	1+ 00 (20' R)	103.00	96	RC = 93 to 97	Passed	N/A
7/15/07	375	1+ 50 (20' L)	103.00	95	RC = 93 to 97	Passed	N/A

CT 339 = Distributor Spread Rate, CT 366 = Stabilometer Value
CT 375 = In-Place Density & Relative Compaction

Portland Cement Concrete

Date	CT	Station	Elevation	Test	Minimum	Passed or	Action
				Results	Spec.	Failed	Taken
9/25/07	504	10 + 50 (50' R)	102.50	6.5%	>6.0%	Passed	N/A
9/25/07	533	12 + 50 (50' R)	102.50	1.5"	<2"	Passed	N/A
9/25/07	518	11 + 50 (50' R)	102.50	151 lb/cu ft	> 145 lb/cu ft	Passed	N/A
9/25/07	521	10 + 50 (50' R)	102.50	28 day = 4200 psi	>3800 psi	Passed	N/A
9/28/07	521	11 + 50 (50' R)	102.50	28 day = 4290 psi	>3800 psi	Passed	N/A
9/30/07	521	12 + 50 (50' R)	102.50	28 day = 4160 psi	>3800 psi	Passed	N/A

CT 504 = Air Content, CT 518 = Unit Weight, CT 521 = Compressive Strength
CT 533 = Ball Penetration