

**COUNTY OF SAN BENITO  
RESOURCE MANAGEMENT AGENCY  
PUBLIC WORKS DIVISION**

**COUNTY PROJECT NO. PWB-2201**

**RIVERVIEW REGIONAL PARK  
PARKING LOT**



**NOTICE INVITING BIDS**

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SPECIAL CONDITIONS  
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<p>APPROVED AS TO LEGAL FORM:</p> <p><b>BARBARA J. THOMPSON</b> <b>SAN BENITO COUNTY COUNSEL</b></p> <p>By: <u>Shirley L. Murphy</u> Shirley L. Murphy, Deputy County Counsel</p> <p>Date: <u>March 2, 2022</u></p>	<p>APPROVED FOR USE IN INVITATION TO BID:</p> <p><b>COUNTY OF SAN BENITO</b> <b>BOARD OF SUPERVISORS</b></p> <p>By: _____ Bea Gonzales, CHAIR</p> <p>Date: _____</p>
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**BOARD OF SUPERVISORS  
COUNTY OF SAN BENITO**

Bea Gonzales, Chair

Bob Tiffany, Vice Chair

Peter Hernandez

Kollin Kosmicki

Betsy Dirks

Ray Espinosa, County Administrative Officer

Steve Loupe, Interim Resource Management Agency Director

**COUNTY PROJECT NO. PWB-2201**

**RIVERVIEW REGIONAL PARK PARKING LOT**

**AT**

**RIVER PARKWAY AND WEST STREET IN HOLLISTER, CALIFORNIA**

**IN**

**COUNTY OF SAN BENITO**

**2301 Technology Parkway, Hollister, CA 95023**

**(831) 636-4170**

**NOTICE TO CONTRACTORS: INVITATION FOR BIDS**

Notice is hereby given that the County of San Benito is soliciting Bids for the

**RIVERVIEW REGIONAL PARK PARKING LOT**  
**COUNTY PROJECT NO. PWB-2201**  
**COUNTY OF SAN BENITO, CALIFORNIA**

As shown on the plans and in accordance with the specifications and other requirements therefor.

1. Sealed Bids on the Bid Proposal forms furnished by County of San Benito (“County”) and in accordance with the plans and specifications will be received on or before **2:00 P.M., TUESDAY APRIL 5, 2022**, and will be publicly opened, examined and declared on the same day by the County of San Benito Resource Management Agency, Public Works Division, 2301 Technology Parkway, Hollister, California, for the following public works:

**RIVERVIEW REGIONAL PARK PARKING LOT**

The work consists of *paving, storm drainage, and irrigation* located at River Parkway, County of San Benito, CA. A detailed scope of work is included in the Bid documents.

The Contractor shall be responsible to furnish all labor, material, tools, equipment, incidentals and services necessary to complete all the work as specified and in accordance with the plans and specifications for the **RIVERVIEW REGIONAL PARK PARKING LOT, COUNTY PROJECT NO. PWB-2201**. At the time of contract award, the successful Bidder must be legally entitled to perform contracts requiring a Class A Contractor’s license. Any Bidder or contractor not so licensed shall be subject to all penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractors’ State License Board.

2. The complete Bid package, plans, specifications, and addenda will be issued ELECTRONICALLY and are available for free by downloading the bidding documents on the County’s Website, Quicklinks, BIDS & RFPs Link. Plan holders must register before they can view or download the Bid package. The downloaded electronic files or the electronic CD can be used to print full or half-size drawings, specifications, geotech reports, and other documents at any printing company. Potential Bidders, Sub-Bidders, and suppliers are responsible for reviewing the complete bidding documents and for collecting all addenda prior to placing a Bid Proposal. Addenda and revisions will not be forwarded automatically. Potential Bidders are advised to check the County’s website periodically and prior to submitting their Bid Proposal.

Bidders are required to familiarize themselves with the site of the proposed project prior to submitting a Bid Proposal. Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the plans and specifications, including addenda. Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the contract documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to its Bid Proposal. The contract documents contain the provisions required for the

construction of the project. Information obtained from an officer, agent, or employee of the County or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the contract.

All Bids must be made on the required Bid Proposal form, signed by the Bidder or a duly authorized officer of the bidding organization, delivered along with all required documents, sealed and plainly addressed to the County as specified above. All blank spaces for Bid prices must be filled in (in ink or typewritten), and the Bid Proposal form must be fully completed and executed when submitted. Bids are required for the entire work described herein. Prices on alternative construction methods or materials will be considered only when specified. Each Bidder shall supply the names and addresses of major material suppliers and Subcontractors when submitting the Bid Proposal. The envelope should bear on the outside the Bidder's name, address, and license number, and the name of the project for which the Bid is submitted. If forwarded by mail or other delivery, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the County as specified above. Use of the U.S. Mail or other delivery methods will be at the Bidder's risk.

**ALL BIDS MUST BE SEALED AND MUST BE RECEIVED ON OR BEFORE THE DATE AND TIME LISTED ABOVE. AN UNSEALED BID OR A BID RECEIVED AFTER THE DATE AND TIME LISTED ABOVE SHALL NOT BE CONSIDERED. ELECTRONIC OR FACSIMILE TRANSMISSION OF BIDS IS NOT ACCEPTABLE.**

All costs of the preparation of a Bid shall be the responsibility of the Bidder. All materials submitted in response to the Invitation for Bid become the property of the County of San Benito and shall not be returned.

The Bidder may withdraw a Bid by submitting a written request for its withdrawal to the County representative at any time prior to the Bid submittal deadline specified above. The withdrawal shall be signed by the Bidder or an authorized agent of the Bidder. The Bidder may thereafter submit a new Bid prior to the deadline. Modifications of a Bid offered in any manner, oral or written, will not be considered after the deadline.

3. There will be no pre-bid conference.
4. Bidders may submit pre-bid inquiries or clarification requests. Bidders are solely and exclusively responsible for submitting such inquiries or clarification requests not less than fourteen (14) calendar days prior to the scheduled closing date for the receipt of Bid Proposals. The County will not respond to any Bidder inquiries or clarification requests, unless such inquiries or clarification requests are submitted timely to: Steve Loupe, sloupe@cosb.us. Questions will not be accepted by facsimile transmission, telephone or orally. All questions and responses thereto will be distributed to all persons requesting an Invitation for Bids package and those already submitting Bids. The County of San Benito reserves its rights to decline to respond to any question if, in the County's assessment, the information cannot be obtained and shared with all potential Bidders in a timely manner.
5. Bids will be publicly opened, examined, and declared in accordance with item 1, and thereafter referred to the County Board of Supervisors for award, at a regular scheduled meeting, to the

lowest responsive and responsible Bidder, based on the **Total Base Bid Price**. Bidders or their agents are invited to attend.

6. The County is under no obligation to award any contract. The County reserves the right to reject any or all Bids as the best interests of the County may dictate and, to the extent permitted by law, waive any informality or minor irregularity in any Bid. If there is any reason for believing that collusion exists among the Bidders, the County may reject any or all Bids. The County also reserves the right to determine which Bid is, in the County's judgment, the lowest responsive Bid of a responsible Bidder or group of Bidders. There shall be no appeal of any decision of the County, or any County representative, in connection with the bidding process and the selection of the successful Bidder.
7. Cash, cashier's check or certified check, payable to the order of the County of San Benito, of not less ten percent (10%) of the Bid or a bond in said amount, payable to the County of San Benito and signed by the Bidder as well as a corporate surety, shall accompany the Bid. The amount so posted shall be forfeited to said County if the Bidder does not enter into a contract with the County within ten (10) calendar days after Notice of Award. The County of San Benito shall have the right to hold all Bid bonds until award of the contract. However, the Resource Management Agency Director may order the return of all Bid bonds except that of the two (2) lowest responsive responsible Bidders prior to the award.

No Bidder may withdraw their Bid for a period of ninety (90) calendar days from the date of opening of the Bids for the purpose of reviewing the Bids and investigating the qualifications of Bidders, prior to awarding of the contract. Any Bid withdrawal before the expiration of such time period shall result in the forfeiture of Bidder's Bid Bond. In the event of a Bid mistake resulting from a clerical error made by the Bidder, withdrawal of such Bid without forfeiture of the Bid Bond may only be allowed if the criteria set forth in California Public Contracts Code Sec. 5103 are met and the procedures set forth therein are followed; any such approval by County of San Benito of a Bidder's request to withdraw its Bid shall be at the sole discretion of the County of San Benito.

8. The County offers the following supplemental information for Bidders available for download at  
<https://www.dropbox.com/home/Riverview%20Regional%20Parking%20Lot%20-%20County%20Project%20No.%20PWB-2201>
  - A. River Parkway and Regional Park Project Final Environmental Impact Report dated October 2016
  - B. River Parkway Trail and Regional Park Project Initial Site Assessment (ISA) dated April 2021
  - C. River Parkway Trail and Regional Park Project Geotechnical Engineering Report dated December 23, 2021

(If having trouble accessing the files, please send email to [sloupe@cosb.us](mailto:sloupe@cosb.us))

9. Bids shall be made in accordance with the prevailing hourly rate of per diem wages for this locality and project as determined by the Director of Industrial Relations pursuant to Labor Code §1770 et seq., a copy of which is on file at the with the County Engineer at the County

of San Benito Resource Management Agency, Public Works Division, 2301 Technology Parkway, Hollister, California in accordance with the provisions of Labor Code §1773.2 which prevailing hourly rate of wages is made a part of this notice by reference as though fully set forth herein. The Project is a “public work” as defined in Labor Code §1720 et seq. 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.

If the Project requires the employment of workers in any apprentice craft or trade, once awarded, the Contractors or subcontractors must apply to the Joint Apprenticeship Council unless already covered by local apprenticeship standards (Labor Code §1777.5).

The Contractor shall forfeit, as penalty, to the County of San Benito, twenty-five dollars (\$25.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing wage rates for any work done under the contract by it or by any subcontractor under it, in violation of the provisions of the Labor Code.

10. The Contractor shall possess a Class A General Building Contractor license at the time this contract is awarded. Listed subcontractors shall also possess the required contractor’s license for each specialty work specified and/or possess a Class A license. Attention is also directed to the provisions of Public Contract Code section 10164. The Contractor shall be properly licensed and in good standing at the time the contract is awarded.
11. Reference Standards for this project can be obtained from American Society for Testing and Materials (ASTM) and the California Building Codes.
12. This Contract will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations, pursuant to Labor Code section 1771.4. Under California Labor Code section 1771.1, as amended by S.B. 854, a contractor may not bid, nor be listed as a subcontractor, for any Bid Proposal submitted for a public work unless the contractor and its subcontractors are registered and qualified to perform public work pursuant to section 1725.5 of the Labor Code. The Bidder and its Subcontractors must be registered and qualified to perform public work pursuant to section 1725.5 of the Labor Code, subject to limited legal exceptions under Labor Code section 1771.1.

In accordance with the provisions of Section 1773.3 of the Labor Code, the County of San Benito will provide notice to the Department of Industrial Relations (DIR) of the award of any public works contract subject to the requirements of Chapter 1 of the Labor Code, within five days of the award. The notice shall be transmitted electronically in a format specified by the DIR (see <https://www.dir.ca.gov/pwc100ext/>) and shall include the name of the contractor, any subcontractor listed on the successful Bid, the Bid and contract award dates, the contract amount, the estimated start and completion dates, job site location, and any additional information the DIR specifies that aids in the administration and enforcement of this chapter.

13. Upon the Contractor’s request, the County of San Benito will make payment of funds withheld from progress payments pursuant to the requirements of Public Contract Code Section 22300 if the Contractor deposits in escrow with the County Treasurer or with a bank acceptable to the County of San Benito, securities eligible for the investment of State funds under Government

Code Section 16430 or bank or savings and loan certificates of deposit, upon conditions specified in the Contract documents.

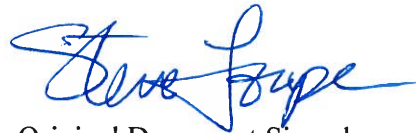
14. The U.S. Department of Transportation (DOT) provides a toll-free hotline to report Bid rigging activities. Use the hotline to report Bid rigging, Bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

15. This is not a Federal Aid project.

16. The County furnishes you with:

- A. Waste and recycling receptacles
- B. Mini dog waste stations

Dated: 3/2/2022



Original Document Signed  
Steve Loupe, P.E.  
Interim RMA Director  
County Engineer

# INDEX

Notice Inviting Bids

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- FORM OF AGREEMENT FOR PUBLIC IMPROVEMENTS

**BID PROPOSAL**

**COUNTY OF SAN BENITO**

**RIVERVIEW REGIONAL PARK PARKING LOT**  
**COUNTY PROJECT NO. PWB-2201**

**SAN BENITO COUNTY, CALIFORNIA**

This Bid is Submitted By:

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Bidder Name (Please print clearly)

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Bidder Address (Please print clearly)

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Date

To the Honorable County Board of Supervisors  
County of San Benito

In submitting this Bid Proposal as herein described, the undersigned as a Bidder, declares that he or she has thoroughly examined all of the contract documents herein contained in the addenda; that he or she has carefully examined the locations of the proposed work, the plans and specifications for the **RIVERVIEW REGIONAL PARK PARKING LOT, County Project No. PWB-2201**, and hereby proposes to furnish all materials and do all work necessary and/or required to complete the work in accordance with the plans, special provisions, and specifications for the lump sum prices or Bid prices set forth in the schedule below and forming a part of this Bid Proposal.

Bidder also declares that they have visited the site and become familiar with and satisfied themselves as to the surface and sub-surface general, local, and site conditions that may affect cost, progress, and performance of the Work.

Bidder has carefully studied all on-site conditions and all drawings of physical conditions in or relating to existing surface or subsurface structures at the site, including the existing site conditions.

By submitting this Bid Proposal, the Bidder acknowledges, and is fully aware, that all building and site-work construction inspections on this project shall be coursed through the County of San Benito Resource Management Agency, Public Works Division (“Division”). The Division shall

perform all necessary building and site-work inspections on the project pursuant to the County's local ordinance and the California Building Codes.

Bidder is familiar with and has satisfied itself as to all Federal, State, and local laws and regulations and permits that may affect cost, progress and performance of the work.

The undersigned further proposes that if this Bid Proposal is accepted, he or she will execute a contract with the County of San Benito, to furnish all materials, to provide a superintendent and all labor, equipment and expenses of whatever nature necessary to construct the work in conformity with the plans, specifications, and other contract provisions herein contained, or reasonably implied as necessary to complete the work in a manner satisfactory to the County Engineer.

Bids must be for the entire work. The estimated quantities are given only for the purpose of comparing of Bids. The County of San Benito does not expressly or by implication agree that the actual amount of work will correspond with these quantities and reserves the right to increase or decrease the amount of any class or portion of the work or omit portions of the work, as it may deem necessary or desirable.

For each Bid item, the Bidder shall set forth, in the spaces provided, the item price and the total price in clearly legible words and figures. In the case of unit-priced items, the amount set forth under the total column shall be the extension of the unit-price bid for the estimated quantity for the item.

In the case of a discrepancy between the unit price and the total set forth for the item, the unit price shall prevail. However, if the amount set forth as a unit price is ambiguous, unintelligible, or uncertain for any reason, or is omitted, or, in the case of unit-priced items, is the same amount as the entry in the total column, then the amount set forth in the total column for the item shall prevail, subject to the following:

- (a) As to lump sum items, the amount set forth in the Total column shall be the item price.
- (b) As to unit-priced items, the amount set forth in the Total column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

In case of a discrepancy between the Total Base Bid in Words and the figure shown in the Total Base Bid on the Bid Schedule sheet, the contract will be awarded to the Bidder based on the total amount written in words.

The County reserves the right to reject any and all Bid Proposals and/or waive any irregularity in any Bid received. Unless otherwise required by law, no Bidder may withdraw his Bid for a period of ninety (90) calendar days after the date set for receipt thereof.

The basis of the award shall be the lowest responsive responsible Bidder on the Base Bid. The County reserves the right to reject any or all Base Bids and additive alternate work.

Complete Bids shall be submitted for all items. A Bidder's bond, certified check or cash in the amount of ten percent (10%) of the sum total bid for all projects, payable to the County of San Benito, shall accompany the Bid Proposal, otherwise the Bid shall not be considered valid. All forms shall be completely filled out, signed and dated as indicated. All completed forms shall be submitted with this Bid Proposal.

The following forms shall be completed and submitted with this Bid Proposal:

- \_\_\_\_\_ Bid Proposal
- \_\_\_\_\_ Company Profile
- \_\_\_\_\_ References for Prime Contractor/Bidder
- \_\_\_\_\_ Bid Security in the form of a Bidder's bond, certified check, or cash
- \_\_\_\_\_ List of Subcontractors
- \_\_\_\_\_ Noncollusion Affidavit
- \_\_\_\_\_ Contractor's Certificate as to Worker's Compensation
- \_\_\_\_\_ Affidavit Concerning Employment of Undocumented Aliens
- \_\_\_\_\_ Equal Employment Opportunity Certification
- \_\_\_\_\_ Certificate of Non-Discrimination
- \_\_\_\_\_ Public Contract Code Section 10162 Questionnaire
- \_\_\_\_\_ Public Contract Code Section 10232 Statement
- \_\_\_\_\_ Public Contract Code Section 10285.1 Statement

Bidder Acknowledges receipt of the following Addenda:

No. \_\_\_\_\_ Dated: \_\_\_\_\_  
No. \_\_\_\_\_ Dated: \_\_\_\_\_  
No. \_\_\_\_\_ Dated: \_\_\_\_\_  
No. \_\_\_\_\_ Dated: \_\_\_\_\_

The undersigned further agrees that in case of default in executing the required contract with necessary bond within ten (10) calendar days, not including Saturdays, Sundays, and holidays, after having received notice that the contract is ready for signature, the proceeds of the check or bonds accompanying this Bid shall become the property of the County of San Benito.

\_\_\_\_\_  
Signature and Title of Authorized Representative of Bidder

\_\_\_\_\_  
Bidder Company Name

\_\_\_\_\_  
Bidder Business Address

\_\_\_\_\_  
Date

**BID SCHEDULE – BASE BID**

Perform the scope of work for **RIVERVIEW REGIONAL PARK PARKING LOT, COUNTY PROJECT NO. PWB-2201**, in place, and in accordance with the plans and specifications.

Bid Item	Item Description	Unit	Estimated Quantity	Bid Unit Price	Base Bid Total Price
<b>Base Bid</b>					
1	TRAFFIC CONTROL SYSTEM	LS	1		
2	PREPARE SWPPP	LS	1		
3	JOB SITE MANAGEMENT	LS	1		
4	CONSTRUCTION SURVEY	LS	1		
5	TEMPORARY FIBER ROLLS	LF	2020		
6	TEMPORARY INLET PROTECTION	EA	1		
7	TEMPORARY CONSTRUCTION ENTRANCE	EA	1		
8	TEMPORARY CONCRETE WASHOUT	EA	1		
9	DEVELOP WATER SUPPLY	LS	1		
10	CLEARING AND GRUBBING	LS	1		
11	PARKING LOT EXCAVATION	CY	898		
12	8" PVC SDR 35 IRRIGATION SLEEVE	LF	227		
13	HYDROSEED	SQYD	253		
14	CLASS 2 AGGREGATE BASE	CY	299		
15	HOT MIX ASPHALT-LG	TON	111		
16	POROUS FLEXIBLE PAVING SYSTEM	SQFT	38720		
17	4" PERFORATED PLASTIC PIPE UNDERDRAIN	LF	354		
18	4" SOLID PLASTIC PIPE UNDERDRAIN	LF	188		
19	6" ATRIUM GRATE INLET	EA	3		
20	5-INCH THICK SMALL ROCK SLOPE PROTECTION	CY	7		
21	MINOR CONCRETE (ADA PARKING)	SQFT	1447		
22	MINOR CONCRETE (ADA RAMP)	SQFT	2127		
23	MINOR CONCRETE (4" CURB)	LF	482		
24	MINOR CONCRETE (FLUSH CURB)	LF	453		
25	MINOR CONCRETE (6" CURB)	LF	1301		
26	DUMPSTER ENCLOSURE	LS	1		
27	THERMOPLASTIC ACCESSIBLE PARKING STALLS STRIPING AND MARKING	SQFT	173		

Bid Item	Item Description	Unit	Estimated Quantity	Bid Unit Price	Base Bid Total Price
28	REMOVE AND ADJUST WIRE FENCE	LS	1		
29	TWO RAIL WOOD FENCE	LF	750		
30	TUBULAR HANDRAILING	LF	481		
31	4' CONCRETE WHEEL STOP	EA	13		
32	PARKING STALL MARKER	EA	756		
33	ROADSIDE SIGN (ONE POST)	EA	5		
34	INSTALL TRASH/RECYCLING RECEPTACLE	EA	15		
35	INSTALL MINI DOG WASTE STATION	EA	7		
36	MOBILIZATION	LS	1		
<b>Total Base Bid Price</b>					

***TOTAL BASE BID PRICE IN WORDS***

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**BID SCHEDULE – ADDITIVE ALTERNATE**

Bid Item	Item Description	Unit	Estimated Quantity	Bid Unit Price	Base Bid Total Price
<b>Base Bid</b>					
1A	LANDSCAPE PLANTING	LS	1		
2A	LANDSCAPE IRRIGATION	LS	1		
<b>Total Additive Alternate Bid Price</b>					

***TOTAL ADDITIVE ALTERNATE BID PRICE IN WORDS***

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**COMPANY PROFILE**

**NAME/S AND TITLE  
OF COMPANY OFFICERS**

**ADDRESS**

1. \_\_\_\_\_
2. \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Full Signature (Authorized By Company): \_\_\_\_\_

Bidder's Name (Company): \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**Licensed in conformance with an act providing for the registration of Contractors.**

Type of License and License Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

If Bidder is a corporation, the legal name of the corporation shall be set forth together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if Bidder is part of a partnership, the true name of the firm shall be set forth together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Bidder is an individual, his or her legal name shall be set forth.

**REFERENCES FOR PRIME CONTRACTOR/BIDDER**

<b>Company Name and Address</b>	<b>Contact Person and Phone Number</b>	<b>Type of Work</b>	<b>Contract Amount</b>

## **BID PROTESTS**

Any protest of the proposed award of Contract to the Bidder with the lowest responsive responsible Bid must be submitted in writing to the County of San Benito Resource Management Agency, Public Works Division, 2301 Technology Parkway, Hollister, California, 94080, no later than 5 p.m. of the third (3<sup>rd</sup>) business day following the date of the Bid Opening (“Bid Protest Deadline”). Email is not an acceptable form for a Bid Protest submission. All protests shall comply with the following procedures:

1. To be eligible to submit a Bid Protest, the party filing the protest must have actually submitted a Bid on the Project. A subcontractor or supplier of a party filing a Bid on this Project is not eligible to submit a Bid Protest. A party may not rely on the Bid Protest submitted by another Bidder, but must pursue its own protest in a timely manner as set forth herein.
2. The Bid Protest must be accompanied by a non-refundable Bid Protest filing fee in the amount of \$2,000.00 in the form of a cashier’s check or certified check made out to “County of San Benito.” A protest that is submitted without this filing fee will be returned without further action or consideration.
3. The Bid Protest must contain a complete statement of the basis for the protest, as well as all documentation supporting or justifying the protest. The Bid Protest must refer to the specific portions of the Contract Documents upon which the protest is based. The Bid Protest must be notarized and signed under penalty of perjury. Material submitted after the Bid Protest Deadline will not be considered.
4. The Bid Protest must state the facts and refer to the specific portion of the document(s) or specifications or the specific statute that form the basis for the protest. The protest must include the name, address, email address, and telephone number of the person representing the protesting party, and the address to which notices should be directed.
5. The party filing the protest must concurrently transmit a copy of the initial protest to the Bidder who is the subject of the protest.
6. The Protested Bidder may submit a written response to the protest, provided the response is received by County before 5:00 p.m. two working days after the Bid Protest Deadline or after actual receipt of the Bid Protest, whichever is sooner.
7. The procedure and time limits set forth in this Section are mandatory and are the Bidder’s sole and exclusive remedy in the event of a Bid Protest. The Bidder’s failure to fully comply with these procedures shall constitute a waiver of any right to further pursue the Bid Protest, including filing of a challenge of the award pursuant to the California Public Contract Code, filing of a claim pursuant to the California Government Code, or initiation of any other legal proceedings.

8. The County shall review all timely protests prior to formal award of the Contract. At the time of the County Board of Supervisors' consideration of the award of the Contract, the County Board of Supervisors may also consider the merits of any timely protests. The County Board of Supervisors may either accept the protest and award the Contract to the next lowest responsive and responsible Bidder, or reject the protest and award to the lowest responsive and responsible Bidder.
9. These Bid Protest procedures shall not limit the County Board of Supervisors' ability to reject all Bids.

**BIDDER'S BOND**

Know All Persons by These Present,

That we \_\_\_\_\_,  
PRINCIPAL, and \_\_\_\_\_,  
as SURETY, are held and firmly bound into the County of San Benito in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the County of San Benito, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the County of San Benito we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$ \_\_\_\_\_.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted the above-mentioned Bid to the County of San Benito, as aforesaid, for certain construction specifically described as follows, for which Bids are to be opened at Hollister, California, on or about April 5, 2022, for **RIVERVIEW REGIONAL PARK PARKING LOT, County Project No. PWB-2201**, located in Hollister, County of San Benito, California.

NOW, THEREFORE, If the aforesaid 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 accordance with the Bid, and files two bonds with the County of San Benito, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

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

(Corporate Seal)

\_\_\_\_\_  
Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Title \_\_\_\_\_

(Attach notary acknowledgment for all signatures and attorney-in-fact certificate for signature by surety's representative)

## LIST OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4 [commencing with Section 4100], Part 1, Division 2 of the Public Contract Code) and any amendments thereto, each Bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total Bid or, in the case of Bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the prime contractor's total Bid or \$10,000, whichever is greater, and (b) the portion of the work which will be done by each subcontractor under this Act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this Bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of the work to be performed under the contract in excess of one-half of one percent of the prime contractor's total Bid, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

No prime contractor whose Bid is accepted shall: (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by any one other than the original subcontractor listed in the original Bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total Bid as to which his original Bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total Bid as to which no subcontractor was designated in the original Bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

**Note: Not less than fifty percent (50%) of the contract work shall be done by the Prime Contractor, also typically referred to as the Bidder.**



**NONCOLLUSION AFFIDAVIT**

(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

To the COUNTY of \_\_\_\_\_  
*PUBLIC WORKS DIVISION*

In accordance 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 Noncollusion Affidavit is part of the Bid Proposal. Signing this Bid Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**CONTRACTOR'S CERTIFICATE AS TO WORKER'S COMPENSATION**  
(Labor Code section 1861)

Labor Code section 3700 provides, in relevant part:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Bidder's Business Name

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AFFIDAVIT CONCERNING EMPLOYMENT OF UNDOCUMENTED ALIENS  
TO BE SUBMITTED WITH BID**

(Public Contract Code section 6101)

Public Contract Code section 6101 provides that,

"No state agency or department, as defined in [Public Contract Code] Section 10335.7, that is subject to this code, shall award a public works or purchase contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works or purchase contract, who has, in the preceding five years, been convicted of violating a state or federal law respecting the employment of undocumented aliens.

\_\_\_\_\_  
says (1) that he or she is the \_\_\_\_\_ (Name), being first duly sworn, deposes and  
\_\_\_\_\_  
\_\_\_\_\_ (Title) of  
\_\_\_\_\_ (DBA), the party making the foregoing Bid; and  
(2) that the party making the foregoing Bid has not, within the preceding five (5) years, been  
convicted of violating a state or federal law respecting the employment of undocumented aliens.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Bidder's Business Name

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The Bidder \_\_\_\_\_, proposed subcontractor \_\_\_\_\_, hereby certifies that he/she 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/she 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)(2) 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.

**RIVERVIEW REGIONAL PARK PARKING LOT**  
**COUNTY PROJECT NO. PWB-2201**

**CERTIFICATE OF NON-DISCRIMINATION**

"The Bidder making this Bid Proposal, \_\_\_\_\_,  
certifies that there will be no discrimination in employment with regard to race, color,  
religion, sex, or national origin; that all Federal, State and local directives and  
executive orders regarding nondiscrimination in employment will be complied with;  
and that the principle of equal opportunity in employment will be demonstrated  
positively and aggressively."

**RIVERVIEW REGIONAL PARK PARKING LOT**  
**COUNTY PROJECT NO. PWB-2201**

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

In accordance 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.

Date: \_\_\_\_\_

\_\_\_\_\_ Bidder's business name

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**RIVERVIEW REGIONAL PARK PARKING LOT**  
**COUNTY PROJECT NO. PWB-2201**

**PUBLIC CONTRACT SECTION 10232 STATEMENT**

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final un-appealable 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 Bid.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Date: \_\_\_\_\_

\_\_\_\_\_  
Bidder's business name

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**RIVERVIEW REGIONAL PARK PARKING LOT**  
**COUNTY PROJECT NO. PWB-2201**

**PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

In accordance 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 Bid.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Date: \_\_\_\_\_

\_\_\_\_\_  
Bidder's business name

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**RIVERVIEW REGIONAL PARK PARKING LOT**  
**COUNTY PROJECT NO. PWB-2201**

**LIST OF EQUIPMENT MANUFACTURERS & SYSTEM SUPPLIERS**

Apparent successful Bidder (Bidder) shall list the manufacturer or supplier that will furnish the respective items of equipment for the Work. Bidder shall list only one manufacturer or supplier for each piece of equipment identified.

In the event any listed manufacturer or supplier differs from those manufacturers or suppliers specifically named in the specifications, Bidder shall submit complete information demonstrating that such manufacturer or supplier is capable of providing equipment that meets the requirements of the Contract Documents.

1. Information shall be submitted by the Bidder and any other Bidder so requested, within five working days after Bid Opening.
2. Information shall include an experience statement with pertinent information regarding similar projects and other evidence of qualification for each subcontractor, supplier, individual, manufacturer, or entity, if requested by County.
3. Bidder shall not be required to employ any subcontractor, supplier, individual, or entity against whom Bidder has reasonable objection.
4. Acceptance of a manufacturer or supplier listed by the Bidder shall not constitute a waiver of any provision of the Contract Documents.

Where the manufacturer's or supplier's names are listed by the Bidder next to the specific item of equipment listed, this shall be interpreted to mean that such manufacturers and suppliers shall not be changed by the Bidder after the Bid Opening, except as follows:

1. The manufacturer or supplier cannot provide equipment that meets the requirements of the Contract Documents, or
2. The manufacturer or supplier is unable to meet the delivery requirements necessary to maintain progress of the Project based upon the accepted construction schedule.

In the event Bidder wishes to change the listed manufacturer or supplier due to reasons outlined above, Bidder shall propose an alternate manufacturer or supplier and submit complete information to demonstrate the alternative equipment meets the requirements of the Contract Documents. Failure by Bidder to list names of manufacturers or suppliers for every item of equipment in the space provided may be cause for rejection of the Bid. Detailed shop drawings shall be required for all items of equipment identified in the Contract Documents.

**RIVERVIEW REGIONAL PARK PARKING LOT**  
**COUNTY PROJECT NO. PWB-2201**

<b>Section</b>	<b>Equipment</b>	<b>Manufacturer (Supplier), Model</b>

BIDDER:

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**COUNTY OF SAN BENITO**

Bond No. \_\_\_\_\_

**CONTRACTOR'S PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, \_\_\_\_\_  
(Name, Address, Telephone No.)

\_\_\_\_\_

as Principal, and \_\_\_\_\_  
(Name, Address, Telephone No.)

\_\_\_\_\_

a Corporation, incorporated, organized and existing under the laws of the State of California, and authorized to execute bonds and undertakings and to do a general surety business in the State of California, as Surety, are jointly and severally held and firmly bound unto:

1. The State of California for the use and benefit of the State Treasurer, as ex-officio Treasurer and Custodian of the Unemployment Fund of said State;
2. The County of San Benito, California;
3. Any and all persons who do or perform or who did or performed work or labor upon or in connection with the work or improvement referred to in the contract or agreement hereinafter mentioned;
4. Any and all material men/women, persons, companies, firms, associations, or corporations supplying or furnishing any materials, provisions, provender, transportation, appliances, or power, or other supplies used in, upon, for or about or in connection with the performance of the work or improvement contracted to be executed, done, made, or performed under said contract or agreement.
5. Any and all persons, companies, firms, associations, or corporations furnishing, renting, or hiring teams, equipment, implements, or machinery for, in connection with, or contributing to, said work to be done or improvement to be made under said contract or agreement; and
6. Any and all persons, companies, firms, associations, or corporations who supply both work and materials; and whose claim has not been paid by the Principal, or the sub-contractors of the Principal, in the full and just sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), lawful money of the United States of America, equal to at least One Hundred Percent (100%) of the contract price for the work hereinafter mentioned, for the payment of which well and truly to be made, the Principal and the Surety do hereby bind themselves and their respective heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such, that, whereas the Principal has entered into or is about to enter into a certain written contract or agreement, dated as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ with the County of San Benito, for the **RIVERVIEW REGIONAL PARK PARKING LOT, COUNTY PROJECT**

**NO. PWB-2201**

NOW, THEREFORE, if the Principal, or any of his, hers, its, or their sub-contractors, under said contract or agreement fail(s) to pay:

1. For any materials, provisions, provender, transportation, appliances, or power, or other supplies, or
2. For the hire of any teams, equipment, implements, or machinery; or
3. For any work or labor supplied, furnished, provided, used, done, or performed in, upon, for, or about or in connection with the said work or improvement; or
4. For amounts due under the Unemployment Insurance Act of the State of California with respect to such work or improvement;

the Surety on this bond will pay the same in an amount not exceeding the sum hereinabove specified in this bond; and, also, in case suit is brought upon this bond, the Surety will, and does hereby agree to, pay reasonable attorneys' fees, to be fixed and awarded by the Court and taxed as costs, and included in the judgement therein rendered.

This bond shall, and it is hereby made to, inure to the benefit of any and all persons entitled to file claims under Section 9100 of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond, all as contemplated under the provisions of Title 3 of Part 6 of Division 4 of the Civil Code, of the State of California.

This bond is executed and filed in connection with said contract or agreement hereunto attached to comply with each and all of the provisions of the laws of the State of California above mentioned or referred to, and of all amendments thereto, and the obligors so intend and do hereby bind themselves accordingly.

The Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration, or addition to said contract or agreement, or of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligations on or under this bond; and does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item or items of performance required therein or thereunder.

Executed, sealed, and dated at San Benito County, California, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Seal (if corporation):

By: \_\_\_\_\_

Title: \_\_\_\_\_

and By: \_\_\_\_\_

Title: \_\_\_\_\_

Principal

Seal:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Surety

The foregoing bond is hereby approved by me as to form.

\_\_\_\_\_  
County Counsel

The foregoing bond is hereby approved by me as to surety.

\_\_\_\_\_  
County Administrative Officer

ATTEST:

Seal:

\_\_\_\_\_  
County Clerk

**COUNTY OF SAN BENITO**

**Bond No.** \_\_\_\_\_

**FAITHFUL PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_  
(Name, Address, Telephone No.)

\_\_\_\_\_

as Principal, and \_\_\_\_\_  
(Name, Address, Telephone No.)

\_\_\_\_\_

a Corporation, incorporated, organized, and existing under the laws of the State of California, and authorized to execute bonds and undertakings and to do a general surety business in the State of California, as Surety, are jointly and severally held and firmly bound unto the County of San Benito, a political subdivision of the State of California, in the full and just sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum, well and truly to be made, equal to at least One Hundred Percent (100%) of the contract price for the work hereinafter mentioned, we bind ourselves and our respective heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, that, whereas, the Principal has entered into, or is about to enter into, a certain written contract or agreement, dated as of this \_\_\_ day of \_\_\_, 20 \_\_\_ with the County of San Benito, for **RIVERVIEW REGIONAL PARK PARKING LOT, COUNTY PROJECT NO. PWB-2201** all as is more specifically set forth in said contract or agreement, a fully, true, and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

NOW, THEREFORE, if the Principal shall faithfully and well and truly do, perform and complete, or cause to be done, performed and completed, each and all of the covenants, terms, conditions, requirements, obligations, acts and things, to be met, done or performed by the Principal, as set forth in, or required by, said contract or agreement, all at and within the time or times, and in the manner as therein specified and contemplated, then this bond and obligation shall be null and void; otherwise, it shall be and remain in full force, virtue, and effect.

The Surety, for value received, hereby stipulates, and agrees that no amendment, change, extension of time, alteration, or addition to said contract or agreement, or of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligation on or under this bond; and does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item(s) of performance required therein or thereunder.

In the event the suit, the action, or proceeding is instituted to recover on this bond or obligation, the Surety will pay, and does hereby agree to pay, as attorneys' fees for the County, such sum as the Court in any such suit, action, or proceeding, may adjudge reasonable.

Executed, sealed, and dated at San Benito County, California, this \_\_\_\_\_  
day of \_\_\_\_\_, 20 \_\_\_\_.

Seal (if corporation):

By: \_\_\_\_\_

Title: \_\_\_\_\_

and By: \_\_\_\_\_

Title: \_\_\_\_\_

Principal

Seal:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Surety

The foregoing bond is hereby approved by me as to form.

\_\_\_\_\_  
County Counsel

The foregoing bond is hereby approved by me as to surety.

\_\_\_\_\_  
County Administrative Officer

ATTEST:

Seal:

\_\_\_\_\_  
County Clerk

**GUARANTY BOND**  
**(Amount shall equal 100% of the total construction cost)**

Any singular reference to CONTRACTOR, Surety, OWNER or other party shall be considered plural where applicable.

**GUARANTEE FOR: RIVERVIEW REGIONAL PARK PARKING LOT, COUNTY  
PROJECT NO. PWB-2201**

**CONTRACTOR** (Name and Address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SURETY** (Name and Address of Principal Place of Business):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OWNER**

County of San Benito Resource Management Agency  
Public Works Division  
2301 Technology Parkway  
Hollister, CA 95023

**CONSTRUCTION CONTRACT**

Date: \_\_\_\_\_

Amount: \_\_\_\_\_

Project (Name and Location): **RIVERVIEW REGIONAL PARK PARKING LOT, COUNTY PROJECT  
NO. PWB-2201** (SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_ (Corp. Seal)      Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_      Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_      Name and Title: \_\_\_\_\_

**GUARANTY BOND  
PAGE 2**

We hereby guarantee that all work performed for the Contract Documents entitled: **RIVERVIEW REGIONAL PARK PARKING LOT, COUNTY PROJECT NO. PWB-2201**, which we have constructed in accordance with the Contract Documents, and that the work as constructed will fulfill the requirements of CONTRACTOR's general warranty and guaranties included in the Contract Documents. We agree to perform all work necessary to correct deficiencies, errors, or omissions in the workmanship or materials within a period of one (1) year from the date of final acceptance of the above-named work by the OWNER, pursuant to paragraph Special Provisions, without any expense whatsoever to said OWNER, ordinary wear and unusual abuse excepted.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by OWNER.

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

In the event of our failure to comply with the above-mentioned conditions within ten (10) calendar days after being notified in writing by the OWNER, we collectively or separately, do hereby authorize the OWNER to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand, or deducted from the guaranty bond required and specified in the contract documents. When correction work is started, it shall be carried through to completion.

**DATED:** \_\_\_\_\_

END OF DOCUMENT

COUNTY PROJECT NO. PWB-2201

RIVERVIEW REGIONAL PARK PARKING LOT



NOTICE INVITING BIDS

PART I – BID PROPOSAL

BID PROPOSAL FORMS

**FORM OF AGREEMENT FOR PUBLIC IMPROVEMENTS**

PART II – GENERAL CONDITIONS

PART III – SPECIAL PROVISIONS

SPECIAL CONDITIONS

TECHNICAL SPECIFICATIONS

PART IV – PROJECT PLANS

APPROVED AS TO LEGAL FORM:

**BARBARA J. THOMPSON  
SAN BENITO COUNTY COUNSEL**

By: Shirley L. Murphy  
Shirley L. Murphy, Deputy County Counsel

Date: March 2, 2022

APPROVED FOR USE IN INVITATION TO BID:

**COUNTY OF SAN BENITO  
BOARD OF SUPERVISORS**

By: \_\_\_\_\_  
Bea Gonzales , CHAIR

Date: \_\_\_\_\_.

**BOARD OF SUPERVISORS  
COUNTY OF SAN BENITO**

Bea Gonzales, Chair

Bob Tiffany, Vice Chair

Peter Hernandez

Kollin Kosmicki

Betsy Dirks

Ray Espinosa, County Administrative Officer

Steve Loupe, Interim Resource Management Agency Director

**COUNTY PROJECT NO. PWB-2201**

**RIVERVIEW REGIONAL PARK PARKING LOT**

**AT**

**RIVER PARKWAY AND WEST STREET IN HOLLISTER, CALIFORNIA**

**IN**

**COUNTY OF SAN BENITO**

**2301 Technology Parkway, Hollister, CA 95023**

**(831) 636-4170**

**COUNTY OF SAN BENITO  
ENGINEERING DIVISION**

**FORM OF AGREEMENT FOR PUBLIC IMPROVEMENTS**  
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**FORM OF AGREEMENT FOR PUBLIC IMPROVEMENTS**



**COUNTY OF SAN BENITO  
STATE OF CALIFORNIA**

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THIS CONTRACT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between County of San Benito, a political subdivision of the State of California, hereinafter referred to as County, and \_\_\_\_\_, hereinafter referred to as Contractor;

WHEREAS, the San Benito County Board of Supervisors caused plans and specifications for the work hereinafter mentioned to be prepared, and approved and adopted the plans and specifications; and

WHEREAS, the San Benito County Board of Supervisors caused to be noticed for the time and in the manner required by law a Notice inviting sealed Bids for the performance of the work described in the adopted plans and specifications; and

WHEREAS, Contractor, in response to the Notice, submitted a sealed Bid for the performance of the work specified in the adopted plans and specifications to the San Benito County Board of Supervisors within the time and in the manner specified in the Notice; and

WHEREAS, in the manner provided by law, the San Benito County Board of Supervisors received, publicly opened and canvassed the Bids submitted in response to the Notice, including the Bid submitted by Contractor; and

WHEREAS, Contractor was the lowest responsive, responsible Bidder for the performance of said work, and the San Benito County Board of Supervisors, as a result of the canvass of Bids submitted, determined and declared Contractor to be the lowest responsive, responsible Bidder for the work and awarded to it a contract therefore.

NOW, THEREFORE, in consideration of the above, it is mutually agreed between the parties hereto as follows:

1. The CONTRACTOR will commence and complete the construction of the following public work project:

**RIVERVIEW REGIONAL PARK PARKING LOT  
COUNTY PROJECT NO. PWB-2201**

2. The CONTRACTOR shall do all of the work and furnish all of the materials, supplies, tools, equipment, labor, and other services necessary to construct and complete in a good, workmanlike and substantial manner and to the COUNTY'S satisfaction, the project as described in the Invitation for Bids package, including all of the CONTRACT DOCUMENTS.
  
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within \_\_\_\_\_ calendar days after the date of the Notice To Proceed and will complete the same within \_\_\_\_\_ calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
  
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \_\_\_\_\_ (\$ \_\_\_\_\_).
  
5. The term "CONTRACT DOCUMENTS" means and includes the following, all of which documents are incorporated herein by reference:
  - a. INVITATION FOR BIDS "THE BID PACKAGE" INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
    - (1) NOTICE TO BIDDERS: INVITATION FOR BIDS
    - (2) PART II - GENERAL CONDITIONS
    - (3) PART III – SPECIAL PROVISIONS, INCLUDING SPECIAL CONDITIONS AND TECHNICAL SPECIFICATIONS, INCLUDING STATE STANDARD SPECIFICATIONS DATED 2018, SECTIONS 10-99, AS REVISED IN REVISED STANDARD SPECIFICATIONS (RSS) DATED APRIL 16, 2021
    - (4) PART IV – PROJECT PLANS, DATED JANUARY 7, 2022
    - (5) ADMINISTRATIVE SUBSECTIONS OF THE STATE STANDARD SPECIFICATIONS DATED 2018, AS SPECIFICALLY REFERENCED IN CONTRACT PARTS I-IV AND AS REVISED IN RSS DATED APRIL 16, 2021
    - (6) ADDENDA:  
No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_ No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_
  - b. THE ACCEPTED BID PROPOSAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
    - (1) SIGNATURE SHEET
    - (2) BID SCHEDULE
    - (3) NAMES AND TITLES FORM
    - (4) REFERENCE LIST
    - (5) BIDDER'S BOND
    - (6) SUBCONTRACTOR LIST
    - (7) NON-COLLUSION AFFIDAVIT
    - (8) CERTIFICATE AS TO WORKER'S COMPENSATION
    - (9) AFFIDAVID CONCERNING EMPLOYMENT OF UNDOCUMENTED ALIENS
    - (10) CERTIFICATE OF NON-DISCRIMINATION
    - (11) PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

- (12) PUBLIC CONTRACT CODE SECTION 10232 STATEMENT
- (13) PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT
- (14) LIST OF EQUIPMENT MANUFACTURERS AND SYSTEM SUPPLIERS
- c. NOTICE OF AWARD
- d. CONTRACT, SIGNED BY THE COUNTY AND THE CONTRACTOR
- e. PERFORMANCE BOND
- f. PAYMENT BOND
- g. GUARANTEE BOND
- h. NOTICE TO PROCEED
- i. FUTURE CHANGE ORDERS

All CONTRACT DOCUMENTS are intended to cooperate, so that any work called for in one and not mentioned in another is to be executed the same as if mentioned in all. However, should there be any conflict between the terms of this instrument and the CONTRACTOR'S Bid, then this instrument shall control. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the CONTRACTOR'S Bid, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of the Bid conflicting herewith. Where the specific terms and conditions in any of the referenced CONTRACT DOCUMENTS conflict with general terms and conditions in any referenced CONTRACT DOCUMENTS, the more specific terms and conditions shall be deemed to control. However, the general terms and conditions in any referenced CONTRACT DOCUMENTS shall remain in full force and effect, to the extent they do not conflict with the specific terms and conditions in any referenced CONTRACT DOCUMENTS.

- 6. The COUNTY will pay to the CONTRACTOR in the manner and at such times set forth in the CONTRACT DOCUMENTS such amounts as required by the CONTRACT DOCUMENTS.
- 7. In lieu of the COUNTY retaining a portion of progress payments due the CONTRACTOR, the CONTRACTOR may elect to deposit qualifying securities equivalent to the amount to be withheld. Upon such deposit under an escrow agreement substantially in the form specified in section 22300(e) of the Public Contracts Code, the funds shall be released.
- 8. Eight (8) hours of labor shall constitute a legal day's work, and the CONTRACTOR or any subcontractor under him, in the performance of the contract, shall not require more than eight (8) hours of labor in any calendar day, or more than forty (40) hours of labor in any calendar week, from any person employed by the CONTRACTOR in the performance of the work under this Contract, except as permitted under the provisions of Section 1815 of the Labor Code of the State of California. The CONTRACTOR shall forfeit, as penalty to the County, twenty-five dollars (\$25.00) for each worker employed by the CONTRACTOR or any subcontractor under the CONTRACTOR in the performance of the contract for each calendar day during which any worker is required or permitted to labor more than eight (8) hours and for each calendar week during which any worker is required or permitted to labor more than forty (40) hours, in violation of the provisions of such Labor Code.

9. The Contractor and subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
10. Pursuant to Section 1770 et seq. of the California Labor Code, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. The statement of prevailing wages appearing in the General Prevailing Wage Rates, as established by the California Department of Industrial Relations, is hereby specifically referred to and by this reference is made a part of this contract. Copies of the Prevailing Wage Scale are available at the following website: [http://www.dir.ca.gov/DLSR/statistics\\_research.html#PWD](http://www.dir.ca.gov/DLSR/statistics_research.html#PWD). Those copies shall be made available to any interested party upon request. Failure to pay such prevailing wages shall subject the employer to the penalties set forth in Labor Code section 1775. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by the CONTRACTOR or subcontractor. An error on the part of the COUNTY does not relieve the CONTRACTOR or any subcontractor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code sections 1770 through 1775.
11. The CONTRACTOR and each subcontractor must keep accurate payroll records of employees on public contracts and certify these records upon request, pursuant to Section 1776 of the California Labor Code and implementing regulations set forth in Title 8, Division 1, Chapter 8, Subchapter 3, sections 16000 and 16400 through 16404 of the California Code of Regulations. Payroll records must be made available for inspection by employees, the County, and the Division of Labor Standards Enforcement. The CONTRACTOR shall be responsible for compliance by the CONTRACTOR'S subcontractors.
12. The CONTRACTOR shall be subject to the examination and audit of the State auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the contract.
13. During the performance of this Contract, Contractor agrees as follows:
  - a. During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition (cancer related), marital status, pregnancy, age (over 18), sex, sexual orientation, veteran's status or any other non-merit factor unrelated to job duties. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- b. The Contractor shall, in all solicitations or advertisements for employees by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties.
  - c. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.
14. The CONTRACTOR offers and agrees to assign to the COUNTY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this CONTRACT. This assignment shall be made and become effective at the time the COUNTY tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.
15. This CONTRACT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
16. Rights of County to Increase Working Days. If Work is not completed within the time specified, the Engineer shall have the right to increase the number of working days in the amount it may determine will best serve the interest of the County. If it desires to increase said number of working days, it shall have the further right to charge to Contractor and deduct from the final payment for the Work the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to Contractor and which accrue during the period of such extension, except that the cost of the final service and preparation of the final estimates shall not be included in such charges, provided, however, that no extension of time for the completion of such Work shall be allowed unless at least twenty (20) calendar days prior to the time herein fixed for the completion thereof or the time fixed by the Engineer for such completion as extended, Contractor shall have filed application for extension thereof, in writing with the Engineer.
17. Option of County to Terminate Agreement in Event of Failure to Complete Work. If at any time in the opinion of the Engineer, the Contractor has refused or failed to prosecute the Work or any severable part thereof, with such diligence as will insure its work, or any completion within the time specified, or any extensions thereof, or shall have failed to complete said work within such time, or if Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of Contractor's creditors, or if a receiver should be appointed in the event of Contractor's insolvency, or if Contractor, or any Subcontractor, should violate any of the provisions of this Agreement, the Engineer may give written notice to Contractor, and Contractor's sureties of its intention to terminate this Agreement, such notice to contain the reasons for such intention to terminate this Agreement, and unless within five calendar (5) days after the serving of such notice, such violation shall cease and satisfactory arrangements for the correction thereof be made, this Agreement may, at the option of County, upon expiration of said time, cease and terminate.

Any excess of cost arising therefrom over and above the contract price will be charged against the Contractor and the Contractor's sureties who will be liable therefore. In the event of such termination, all money due the Contractor or retained under the terms of this contract shall be forfeited to the County; but such forfeiture will not release the Contractor or the Contractor's sureties from liability or failure to fulfill the contract. The Contractor and the Contractor's 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 termination of the operations of the contract and the completion of the Work by the County 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 noncompliance with the contract as to warrant the suspension termination or annulment thereof, the decision of the Engineer shall be binding on all parties to the contract.

18. Termination of Contract for Convenience. The County also reserves the right to terminate the contract at any time upon a determination by the Engineer in the Engineer's sole discretion that termination of the contract is in the best interest of the County. If the County elects to terminate the contract for convenience, the termination of the contract and the total compensation payable to the Contractor shall be governed by the following:

- a. The County will issue the Contractor a written notice signed by the Engineer, specifying that the contract is terminated. Upon receipt of said written notice, the Contractor will be relieved of further responsibility for damage to the Work (excluding materials) as specified in Section VII-17, "Contractor's Responsibility for the Work," of the General Conditions and, except as otherwise directed in writing by the Engineer, the Contractor shall:
  - (1) Stop all work under the contract except that specifically directed to be completed prior to acceptance.
  - (2) Perform work the Engineer deems necessary to secure the project for termination.
  - (3) Remove equipment and plant from the site of the Work.
  - (4) Take such action as is necessary to protect materials from damage.
  - (5) Notify all subcontractors and suppliers that the contract is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the Engineer.
  - (6) Provide the Engineer with an inventory list of all materials previously produced, purchased or ordered from suppliers for use in the Work and not yet used in the Work, including its storage location, and such other information as the Engineer may request.
  - (7) Dispose of materials not yet used in the Work as directed by the Engineer. It shall be the Contractor's responsibility to provide the County with good title to all materials purchased by the County hereunder, including materials for which partial payment has been made as provided in Section IX-2, "Progress Payments," of the General Conditions and with bills of sale or other documents of title for such materials.
  - (8) Subject to the prior written approval of the Engineer, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials

- terminated hereunder. To the extent directed by the Engineer, the Contractor shall assign to the County all the right, title, and interest of the Contractor under subcontracts or orders for materials terminated hereunder.
- (9) Furnish the Engineer with the documentation required to be furnished by the Contractor under the provisions of the contract, including, on projects as to which Federal and State funds are involved, all documentation required under the Federal and State requirements included in the contract.
  - (10) Take such other actions as the Engineer may direct.
- b. Acceptance of the contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials. The Contractor shall continue to be responsible for damage to materials after issuance of the Notice of Termination, except as follows:
- (1) The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Section IX-2, "Progress Payments," of the General Conditions and for materials furnished by the County for use in the Work and unused shall terminate when the Engineer certifies that such materials have been stored in the manner and at the locations the Engineer has directed.
  - (2) The Contractor's responsibility for damage to materials purchased by the County subsequent to the issuance of the notice that the contract is to be terminated shall terminate when title and delivery of such materials has been taken by the County.
  - (3) When the Engineer determines that the Contractor has completed the Work under the contract directed to be completed prior to termination and such other work as may have been ordered to secure the project for termination, the Contractor will recommend that the Engineer formally accept the contract to the extent performed, and immediately upon and after such acceptance by the Engineer, the Contractor will not be required to perform any further Work thereon and shall be relieved of the Contractor's contractual responsibilities for injury to persons or property which occurs after the formal acceptance of the project by the Engineer.
- c. Termination of the contract shall not relieve the surety of its obligation for any just claims arising out of the work performed.
- d. The total compensation to be paid to the Contractor shall be determined by the Engineer on the basis of the following:
- (1) The reasonable cost to the Contractor, without profit, for all work performed under the contract, including mobilization, demobilization and work done to secure the project for termination. In determining the reasonable cost, deductions will be made for the cost of materials to be retained by the Contractor, amounts realized by the sale of materials, and for other appropriate credits against the cost of the work. When, in the opinion of the Engineer, the cost of a contract item of work is excessively high due to costs incurred to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing such work

in compliance with the requirements of the plans and specifications and the excessive actual cost shall be disallowed.

- (2) A reasonable allowance for profit on the cost of the work performed as determined under Subsection (1), provided the Contractor establishes to the satisfaction of the Engineer that it is reasonably probable that the Contractor would have made a profit had the contract been completed and provided further, that the profit allowed shall in no event exceed four (4) percent of said cost.
- (3) The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the County, or otherwise disposed of as directed by the Engineer.
- (4) A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the contract.
- (5) A reasonable credit to the County for defective or incomplete work not corrected.

All records of the Contractor and subcontractors necessary to determine compensation in accordance with the provisions of this Section 18 shall be open to inspection or audit by representatives of the County at all times after issuance of the Notice of Termination and for a period of three (3) years, thereafter, and such records shall be retained for that period.

After acceptance of the Work by the Engineer, the Engineer may make payments on the basis of interim estimates pending issuance of the Final Estimate in accordance with Section IX-7, "Final Payment," of the General Conditions when, in the Engineer's opinion, the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Estimate shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the contract.

If this contract is terminated by the County for cause, and it is later determined that the proper basis for a termination for cause did not exist, the termination shall be deemed to have been a termination for convenience and governed by the terms of this contract dealing with such termination.

If the contract is terminated by the County for cause or convenience, such termination shall neither act as a waiver by the County of its right to require the Contractor to correct defects in the Work performed by the Contractor nor void any warranties applicable to the Work performed under the contract.

The provisions of this Section 18 shall be included in all subcontracts.

In the event of conflict between the termination provisions of Section 18 and any other provision or the contract, this Section 18 shall prevail.

19. Performance by Sureties. In the event of any termination as herein before provided, County shall immediately give written notice thereof to Contractor and Contractor's sureties and the sureties shall have the right to take over and perform the Agreement, provided,

however, that if the sureties, within five (5) working days after giving them said notice of termination, do not give the County written notice of their intention to take over the performance of the Agreement and do not commence performance thereof within five (5) working days after notice to the County of such election, County may take over the Work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account, and at the expense, of Contractor, and the sureties shall be liable to County for any excess cost or damages occasioned County thereby; and, in such event, County may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plant, and other property belonging to Contractor as may be on the site of the Work and necessary therefore. Should Contractor contract in an individual capacity, the surety bond shall contain the following provision: "Should Contractor contract in the Contractor's individual capacity, the death of the Contractor shall not relieve the surety of its obligations."

20. Hold-Harmless Agreement and Contractor's Insurance. Contractor agrees to, and shall, hold County, its elective and appointive boards, officers, agents, and employees harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Contractor's or any of Subcontractor's operations under this Agreement, whether such operations be by Contractor or by any Subcontractor or Subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Contractor or any Subcontractor or Subcontractors. Contractor agrees to, and shall, defend County and its elective and appointive boards, officers, agents, and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations, provided as follows:
- a. The County does not, and shall not, waive any rights against Contractor which it may have by reason of the aforesaid hold-harmless agreement, because of the acceptance by County, or the deposit with County by Contractor, of any of the insurance policies hereinafter described in Paragraph 21, "Insurance" hereof.
  - b. That the aforesaid hold-harmless agreement by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any Subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
21. Insurance. The Contractor shall take out and maintain during the life of this Agreement the following policies of insurance:
- a. Workers' Compensation and Employers' Liability Insurance providing full statutory coverage.

In signing this Agreement, the Contractor makes the following certification, required by Section 1861 of the California Labor Code:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against



without notice, shall be provided in the form of an endorsement signed by an authorized representative of the insurance company providing coverage, who shall declare his or her authority to sign on behalf of the insurer.

22. Proof of Carriage of Insurance. Contractor shall furnish County through the Engineer, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required and that each carrier shall give County at least thirty (30) calendar days prior notice of the cancellation or change of any policy during the effective period of this contract. Further, if the Contractor's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.
23. Provisions Cumulative. The provisions of this Agreement are cumulative, and in addition to and not in limitation of, any other rights or remedies available to County.
24. Contract Administrators: The following individuals are the parties CONTRACT Administrators:

COUNTY'S Contract Administrator:

CONTRACTOR'S Contract Administrator:

Name: Steve Loupe  
Title: Interim RMA Director  
Address: 2301 Technology Parkway  
Hollister, CA 95023  
Phone: 831-636-4170  
Fax: 831-636-4176  
E-mail: sloupe@cosb.us

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

25. Notices. All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notices required to be given to County shall be addressed as follows:

County Clerk  
County of San Benito  
2301 Technology Parkway  
Hollister, CA 95023

Notices required to be given to Contractor shall be addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notices required to be given sureties of Contractor shall be addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notices required to be given to the Escrow Agent of Contractor, if any, shall be addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

26. Interpretation. As used herein, any gender includes each other gender, the singular includes the plural, and vice versa.

(If Contractor is an individual, so state. If Contractor is a Corporation, a corporate seal or signatures of the President or Vice President and the Secretary Treasurer are required)

This CONTRACT shall not be effective unless and until approved by a duly authorized representative of County of San Benito and San Benito County Counsel.

IN WITNESS WHEREOF, County of San Benito and Contractor have caused this Agreement to be signed as of the day and year first above written. Two (2) identical counterparts of this Agreement, consisting of 12 pages (being pages A-1 through A-12), each of which counterparts shall for all purposes be deemed an original of said Agreement, have been duly executed by the parties hereinabove named, on the day and year first hereinabove written.

**CONTRACTOR (FIRM)**

\_\_\_\_\_  
Address: \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

COUNTY OF SAN BENITO

\_\_\_\_\_  
Steve Loupe, Interim RMA Director Date \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**  
San Benito County Counsel's Office

\_\_\_\_\_  
Shirley Murphy, Deputy County Counsel Date \_\_\_\_\_

**ATTACHMENT A**

**ESCROW AGREEMENT FOR**

**SECURITY DEPOSITS IN LIEU OF RETENTION**

THIS ESCROW AGREEMENT is made and entered into by and between the County of San Benito whose address is 2301 Technology Parkway, Hollister, CA 95023, hereinafter referred to as "County," and \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter called "Contractor" and \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for \_\_\_\_\_ in the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) dated \_\_\_\_\_ (hereinafter referred to as the "Contract"). Alternately, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 working days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of \_\_\_\_\_, and shall designate the Contractor as the beneficial owner.

2. The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

3. When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven day's written notice to the Escrow Agent from the Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

**ATTACHMENT A**

8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

9. Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement, and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

On behalf of Contractor:

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Name

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

\_\_\_\_\_

Address

\_\_\_\_\_

Address

On behalf of Escrow Agent:

\_\_\_\_\_

Title

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

**ATTACHMENT A**

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner:

Contractor:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Approved as to form:

Attest:

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Clerk

**COUNTY OF SAN BENITO  
RESOURCE MANAGEMENT AGENCY  
PUBLIC WORKS DIVISION**

**COUNTY PROJECT NO. PWB-2201**

**RIVERVIEW REGIONAL PARK  
PARKING LOT**



**NOTICE INVITING BIDS**

**PART I – BID PROPOSAL**

BID PROPOSAL FORMS

FORM OF AGREEMENT FOR PUBLIC IMPROVEMENTS

**PART II – GENERAL CONDITIONS**

**PART III – SPECIAL PROVISIONS**

SPECIAL CONDITIONS

TECHNICAL SPECIFICATIONS

**PART IV – PROJECT PLANS**

APPROVED AS TO LEGAL FORM:

**BARBARA J. THOMPSON  
SAN BENITO COUNTY COUNSEL**

By: Shirley L. Murphy  
Shirley L. Murphy, Deputy County Counsel

Date: March 2, 2022

APPROVED FOR USE IN INVITATION TO BID:

**COUNTY OF SAN BENITO  
BOARD OF SUPERVISORS**

By: \_\_\_\_\_  
Bea Gonzales, CHAIR

Date: \_\_\_\_\_.

**BOARD OF SUPERVISORS  
COUNTY OF SAN BENITO**

Bea Gonzales, Chair

Bob Tiffany, Vice Chair

Peter Hernandez

Kollin Kosmicki

Betsy Dirks

Ray Espinosa, County Administrative Officer

Steve Loupe, Interim Resource Management Agency Director

**COUNTY PROJECT NO. PWB-2201**

**RIVERVIEW REGIONAL PARK PARKING LOT**

**AT**

**RIVER PARKWAY AND WEST STREET IN HOLLISTER, CALIFORNIA**

**IN**

**COUNTY OF SAN BENITO**

**2301 Technology Parkway, Hollister, CA 95023**

**(831) 636-4170**

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**SECTION I**  
**DEFINITION OF TERMS**

1. **Bidder.** Any individual, firm or corporation submitting a Bid Proposal for the work contemplated, acting directly or through a duly authorized representative.
2. **Calendar Day.** A calendar day shall be any day including all legal holidays, Saturdays, and Sundays.
3. **County.** The County of San Benito, State of California, acting through the County Board of Supervisors, or other duly authorized agents.
4. **Contract, Contract Documents.** The written agreement covering the performance of the work. The complete contract includes the Agreement for Public Improvements, the Notice Inviting Bids, the Bid Proposal, plans, specifications, contract bonds, and all PLACs and supplemental agreements affecting the work.
5. **Contractor.** The person or persons, firm, partnership, corporation, or combination thereof, private or municipal, who have entered into the contract with the County, or the County's legal representative.
6. **Engineer or Works Engineer.** The duly appointed Engineer of the County of San Benito, acting directly or through properly authorized agents limited by the particular duties entrusted to them.
7. **Inspector.** The Inspector or Inspectors of the Engineer of the County of San Benito, limited by the particular duties entrusted to them.
8. **Job Site.** Area within the defined boundaries of a project. Also "work site" or "project site."
9. **Notice of Award.** Written notice from the County to the successful lowest responsive and responsible Bidder stating that upon compliance with all contract prerequisites and conditions, the County will execute the Contract with that Bidder for the Work.
10. **Notice to Proceed.** Written notice from the County to the Contractor setting a date on which Contract time will start and authorizing the Contractor to proceed with the Work.
11. **Plans.** The drawings, or reproduction thereof, approved by the Engineer, pertaining to the work, and made a part of the contract, including County's Standard Drawings and 2015 Caltrans' Standard Plans.
12. **PLAC.** Permit, license, agreement or certification issued by an agency having jurisdiction at the job site.

13. Special Provisions. Specifications specific to the project. Special Provisions are comprised of the Special Conditions and the technical specifications.

14. Specifications. The information, directions, provisions, and requirements pertaining to the work, and contained herein including General Conditions, Special Conditions, Technical Specifications, those administrative subsections of State of California Department of Transportation Standard Specifications (State Standard Specifications) that are specifically referenced in this Contract and the non-administrative sections (Sections 10 through 96) of the 2018 State Standard Specifications, as revised in the Revised Standard Specifications dated April 16, 2021.

15. State Standard Specifications. State of California Department of Transportation (Caltrans) Standard Specifications dated 2018, as revised in the Revised Standard Specifications dated April 16, 2021.

16. Superintendent of Streets. The Engineer (Ex-officio Superintendent of Streets) of the County of San Benito, acting directly or through properly authorized agents.

17. The Work. The improvement, structure, project, or construction contemplated in the contract, the furnishing of all necessary labor, materials, tools and other devices, and the doing or performing by the Contractor of all things required to be done for the fulfillment of the contract as provided therein.

18. Working Day. A working day is defined as any day, except as follows:

A. Saturdays, Sundays and Legal Holidays;

B. Days on which the Contractor is prevented by inclement weather or conditions resulting immediately there from adverse to the current controlling operation or operations, as determined by the Engineer, from proceeding with at least 75 percent of the normal labor and equipment force engaged on such operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations;

C. Days on which the Contractor is prevented, by reason of requirements in the traffic control section of the Special Provisions, from working on the controlling operation or operations for at least 60 percent of the total daily time being currently spent on such controlling operation or operations;

D. Days on which the current controlling operation or operations are defined to include any feature of the work (e.g., an operation or activity, or a settlement or curing period) considered at the time by the Engineer, which if delayed or prolonged, will delay the time of completion of the Work; or

E. Days which are Legal Holidays, as defined as those holidays observed by the County of San Benito as specified in the current Memorandum of Understanding (MOU) between the County of San Benito and the American Federation of State, County and Municipal Employees (AFSCME), Local 829,

except that half holidays in the MOU shall be considered full holidays under the Contract.

**SECTION II****BID PROPOSAL REQUIREMENTS**

1. General Information. Sealed Bids, addressed to the Board of Supervisors of the County of San Benito, will be received by the Purchasing Officer and will be publicly opened and read at the time and place stated in the Notice Inviting Bids.

Any Bid may be withdrawn at any time prior to the hour fixed in the Notice Inviting Bids for the opening of the Bids provided that a request in writing, executed by the Bidder or the Bidder's duly authorized representative, for the withdrawal of such shall not prejudice the right of a Bidder to file a new Bid.

Bidder's signature on the Bid Proposal is confirmation of an agreement to all certifications and statements submitted with the Bid Proposal.

Attention is directed to the provisions in Section 2, "Bidding," of the State Standard Specifications for the requirements and conditions which must be observed in the preparation of the Bid Proposal form and the submission of the Bid.

The criteria which will be used to determine the lowest responsive and responsible Bidder are as follows:

A. Responsive Bidder: A Bidder who has submitted a Bid which conforms in all material respects to the Bid Proposal Requirements.

B. Responsible Bidder: A Bidder who has the capacity and capability in all respects to perform fully the contract requirements and who has the integrity and reliability to assure good faith performance. Among factors to be considered in determining whether the Bidder meets these standards, are:

i. Financial, material, equipment, facility, and personnel resources and expertise necessary to meet contractual requirements;

ii. A record of integrity;

iii. A record of successful completion which is defined as: completion of a project within a reasonable time and budget;

iv. Qualified legally to contract with the County, and;

v. Has not failed to supply any necessary information in connection with the inquiry concerning responsibility.

2. Bid Proposal Form. The County will furnish to each Bidder a standard Bid Proposal form, which, when filled out and executed, shall be submitted as their Bid. Bids not presented on forms so furnished may, in the County's sole discretion, be deemed non-responsive and rejected on that basis.

On all Bid items for which Bids are to be received on a unit price basis, the unit price for all items bid shall be shown, as well as the extended price (unit price multiplied by the number of units shown on the Bid Proposal form) for each Bid item bid. In the case of any discrepancy between the extended price for any Bid item bid and the unit price, the unit price multiplied by the number of units shall prevail. In the event of any discrepancy between the total contract amount and the sum of the extended prices of all items, the sum of the extended prices of all items shall prevail.

The Bid Proposal shall set forth the item prices and totals, in clearly legible figures and words, in the respective spaces provided, and shall be signed by the Bidder, who shall fill out all blanks in the proposal form as therein required.

The Bidder shall also fill out all blanks in the Bid Proposal forms for any alternative to the project proposed by the County; failure to do so may, in the County's sole discretion, result in the Bid Proposal being considered non-responsive and rejected on that basis.

3. Bid Prices to Cover Entire Work. Payment for the work done under this contract shall be as set forth on the Bidder's Sheet for the Bid Proposal. Bidder shall include the entire cost of the work contemplated in the contract, as required by the plans and specifications, and it shall be understood and agreed that the cost of all labor, materials and equipment and all incidental expenses of whatever nature necessary to complete the Work is included.

Any part of the Work which is:

- A. not mentioned in the specifications but is shown on the plans
- B. not shown on the plans but described in the Specifications
- C. not shown in the plans nor described in the specifications but which is reasonably implied by either, or is necessary or usual in the performance of such work shall be performed as incidental work, without extra cost to the County, by the Contractor as if fully described in the specifications and shown on the plans, and the expense thereof shall be included in the total Bid.

4. Examination of Plans, Specifications, and Work Site. The Bidder must examine carefully the work site and the Bid Proposal forms, plans, and specifications for the work contemplated. It will be assumed that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of the Contract Documents. It is mutually agreed that submission of a Bid Proposal shall be considered prima facie evidence that the Bidder has made such examination.

The County will not be responsible for any loss or unanticipated cost incurred by the Contractor as a result of the Contractor's failure to estimate in advance all conditions pertaining to the Work, including underground facilities and sewers that may have to be relocated.

The Bidder represents that he or she is fully qualified to perform this examination and review.

5. Bid Guaranty. All Bids shall be presented under sealed cover and shall be accompanied by cash, cashier's check, certified check, or Bidder's bond, made payable to the County of San Benito, for an amount equal to at least ten percent (10%) of the amount of said Bid, and no Bid shall be considered unless such cash, cashier's check, or certified check, or Bidder's bond is enclosed therewith.

6. Rejection of Bid Proposals Containing Alterations, Erasures, or Irregularities. Bid Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative Bids, incomplete Bids, erasures, or irregularities of any kind.

7. Contractor's License.

A. The Bidder must be properly licensed as a contractor from Bid opening through Contract acceptance (Bus & Prof Code § 7028.15)

B. Joint venture Bidders must obtain a joint venture license before contract award (Bus & Prof Code § 7029.1)

Contractor must obtain a County of San Benito business license before contract award.

8. Subcontractors. Bid Proposals shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et seq.). Pursuant to Section 4104 of said Act, Bidder shall, in the Bid set forth:

A. The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime Contractor in or about the construction of the Work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime Contractor's total Bid, or ten thousand dollars (\$10,000), whichever is greater.

B. The portion of the Work, which will be done by each such subcontractor under this Act. The prime Contractor shall list only one subcontractor for each of such portions as is defined by the prime Contractor in the Contractor's Bid.

**SECTION III****AWARD AND EXECUTION OF CONTRACT**

1. Award of Contract. The County reserves the right to reject any and all Bids. The award of the contract, if it is awarded, will be to the lowest responsible and responsive Bidder, and will be made within ninety (90) calendar days after the opening of the Bids. All Bids will be compared on the basis of the Engineer's estimate of the quantities of the work to be done.

2. Return of Bid Guaranties. Within ten (10) working days after the execution of the Contract, the County will return the Bid guaranties accompanying the Bid Proposals that are not to be considered in making the award. All other Bid guaranties will be held until the contract has been finally executed, after which they will be returned to the respective Bidders whose Bid Proposals they accompanied.

3. Bid Protests. Any protest of the proposed award of a Contract to the Bidder with the lowest responsible Bid must be submitted in writing to the County of San Benito Resource Management Agency, Public Works Division, 2301 Technology Parkway, Hollister, CA 95023, no later than 5 p.m. of the third (3rd) business day following the date of the Bid Opening ("Bid Protest Deadline"). Email is not an acceptable form for a Bid Protest submission. All Bid Protests shall comply with the following procedures:

A. To be eligible to submit a Bid Protest, the party filing the protest must have actually submitted a Bid on the Project. A subcontractor or supplier of a party filing a Bid on this Project is not eligible to submit a Bid Protest. A party may not rely on the Bid Protest submitted by another Bidder, but must pursue its own Bid Protest in a timely manner as set forth herein.

B. The Bid Protest must be accompanied by a non-refundable Bid Protest filing fee in the amount of \$2,000.00 in the form of a cashier's check or certified check made out to "County of San Benito." A Bid Protest that is submitted without this filing fee will be returned without further action or consideration.

C. The Bid Protest must contain a complete statement of the basis for the protest, as well as all documentation supporting or justifying the protest. The Bid Protest must refer to the specific portions of the Contract Documents upon which the protest is based. The Bid Protest must be notarized and signed under penalty of perjury. Material submitted after the Bid Protest Deadline will not be considered.

D. The Bid Protest must state the facts and refer to the specific portion of the document(s) or specifications or the specific statute that form the basis for the protest. The Bid Protest must include the name, address, email address, and telephone number of the person representing the protesting party, and the address to which notices should be directed.

E. The party filing the Bid Protest must concurrently transmit a copy of the initial protest to the Bidder who is the subject of the protest.

F. The Protested Bidder may submit a written response to the Bid Protest, provided the response is received by County before 5 p.m. two working days after the Bid Protest Deadline or after actual receipt of the Bid Protest, whichever is sooner.

G. The procedure and time limits set forth in this Section are mandatory and are the Bidder's sole and exclusive remedies in the event of a Bid Protest. The Bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue the Bid Protest, including filing of a challenge of the award pursuant to the California Public Contract Code, filing of a claim pursuant to the California Government Code, or initiation of any other legal proceedings.

H. The County will review all timely Bid Protests prior to formal award of the Contract. At the time of the County Board of Supervisors' consideration of the award of the Contract, the County Board of Supervisors may also consider the merits of any timely Bid Protests. The County Board of Supervisors may either accept the Bid Protest and award the Contract to the next lowest responsive and responsible Bidder, or reject the Bid Protest and award to the lowest responsive and responsible Bidder.

I. These Bid Protest procedures shall not limit the County Board of Supervisors' ability to reject all Bids.

4. Contract Bonds. The Bidder to whom the contract is awarded shall execute three bonds:

A. A performance bond satisfactory to the County for the faithful performance of the Work in a sum equal to the amount of the contract.

B. A payment bond securing the claims of persons employed by the Contractor and the claims of persons who furnish materials, supplies or equipment used or consumed by the Contractor in the performance of the Work. This bond shall be in a sum equal to the amount of the contract.

C. A guaranty bond satisfactory to the County for all of the work for one year from the date the County accepts the Work in a sum equal to 100% of the amount of the contract.

5. Liability Insurance Required. See "Insurance" section of the Agreement for Public Improvements.

6. Execution of Contract. The Contract shall be signed by the successful Bidder and returned, together with the contract bonds, within ten (10) working days after the Bidder has received the Notice of Award. Failure to execute the contract and file

acceptable bonds within the specified time shall be just cause for the annulment of the award and the forfeiture of the Bid guaranty.

**SECTION IV****SCOPE OF WORK**

1. Work to be Done. The work to be done consists of furnishing all labor, materials, methods or processes, implements, tools, and machinery, except as otherwise specified, which are required to construct and put into complete order for use the Work described in the Notice Inviting Bids and the Contract Documents.

2. Safety Program.

A. The Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety and to all requirements as set forth in the State of California Construction Safety Orders (CAL/OSHA). Within ten (10) working days following Notice of Award the Contractor must submit to the County a copy of the Contractor's Safety Plan.

B. Full compensation for furnishing all labor, materials, tools and equipment and doing all the work involved in the safety program as above specified, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be made therefore.

3. Removal of Obstructions. The Contract shall remove and dispose of all structures, debris, or other obstructions of any character to the Work to be performed.

If there is no Bid item for removal of a particular obstruction or obstructions, payment for removal of the obstruction or obstructions is included in the payment for various other items of work.

4. County Directed Change Orders. The County may, at any time during the progress of the Work, direct any amendments to the Work or any of the Contract Documents. Such amendments shall in no way void the Contract, but will be applied to amend the Contract Price, if such amendments affect the Contract Price, the Project schedule (if such amendments affect the Project schedule), or any other provision of the Contract Documents based on a fair and reasonable valuation of the amendment in accordance with this Section IV.

5. Alterations. Subject to the provisions of Sections 4-1.05 "Changes and Extra Work" and 9-1.06 "Changed Quantity Payment Adjustments" of the State Standard Specifications and unless otherwise specified, the County 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 advisable by the Engineer, also to make such alterations or deviations, additions to, or omissions from the plans and specifications, as may be determined during the progress of the Work to be necessary and advisable for the proper completion thereof. Upon written order of the Engineer, the Contractor shall proceed with the Work as increased, decreased or altered.

No allowance will be made in any case for loss of anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as stipulated in such agreements.

6. Contractor Proposed Change Orders. The Contractor shall submit proposed changes to the Engineer at least 15 working days before the proposed change.

7. All Change Orders. All change orders or amendments to Contract Documents must be approved by the Engineer prior to the change or amendment and must be evidenced by a writing executed by authorized representatives of the County and the Contractor. The Engineer is expressly authorized to execute change orders and/or amendments to the Work and/or Contract Documents on behalf of the County. All change order proposals must specify any change in the project schedule, or any project milestone, including the Time for Completion, under the change order. It is understood that change orders that do not specify a change in any milestone, including the Time for Completion, may be accomplished by the Time for Completion then in effect.

8. Change Order Pricing. Change order pricing for all change orders, whether additive, deductive, or both, will be governed by the following:

A. Prices specified in the Contract Documents will apply to cost impacts involving items for which the Contract Documents specify prices subject to the provisions of section 9-1.06 "Changed Quantity Payment Adjustments" of the State Standard Specifications.

B. Cost impacts involving items for which the Contract Documents do not specify prices, charges or credits will be paid on a time and materials basis in accordance with the following. All costs listed in this Subsection (b) will constitute incidentals, full compensation for which will be deemed included in the markups for labor, material, and equipment specified below, and no additional compensation for such cost impacts will be allowed. Section 9-1.04, "Force Account," of the State Standard Specifications does not apply:

(1) Labor. The Contractor will be paid the cost of labor for workers (including foremen when authorized by the Engineer), used in the actual and direct performance of the work, plus a fixed mark up of 15% of such labor cost.

(2) Materials. Materials costs will be the direct costs for materials actually exhausted, consumed, or entering permanently into the Work, plus a fixed markup of 15% of such direct materials costs.

(3) Equipment. Equipment rental rates shall be per the State's Labor Surcharge and Equipment Rental Rates booklet in effect on the date the force account work is accomplished. If no rate is shown in the booklet or the State's Miscellaneous Equipment Rental Rate Current File for the rented equipment, the Engineer will choose an equivalent equipment.

(4) Subcontractors. The Contractor will be paid the cost of Subcontractors plus a fixed markup of 5%. The additional 5% markup shall reimburse the Contractor

for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a Subcontractor.

9. Liability for Unapproved Change Orders. The Contractor will be solely responsible for any and all losses, costs, or liabilities of any kind incurred by the Contractor, any subcontractor engaged in the performance of the Work, any party supplying material or equipment for the Work or any third party that is/are retained pursuant to Contractor-proposed change orders prior to issuance of an approved change order executed according to the terms of this Section IV. The Contractor shall have all of the obligations and the County will have all of the rights and remedies that are specified in these Contract Documents concerning any work or resulting losses, costs, or liabilities pursuant to an unapproved Contractor-proposed change order.

10. Change Order Disputes.

A. Disputed County-Directed Change Orders. If the Contractor disputes a County-directed change order following a reasonable effort by the County and the Contractor to resolve the dispute, including, at a minimum, a meeting between appropriate representatives of the Contractor and the County, the Contractor must commence performing the Work consistent with the disputed change order within five (5) working days of the last meeting between representatives of the Contractor and the County to resolve the dispute, or within the time specified in the disputed County-directed change order, whichever is later. In performing work consistent with a disputed County-directed change order pursuant to this provision, the Contractor will have all of the Contractor's rights concerning claims pursuant to the Contract Documents and applicable law.

B. Disputed Contractor-Proposed Change Orders. If the County disputes a Contractor-proposed change order, the County and the Contractor will use reasonable efforts to resolve the dispute including, at a minimum, holding a meeting between appropriate representatives of the Contractor and the County. Regardless of and throughout any such efforts to resolve the dispute, the Contractor must continue performing the Work irrespective of and unmodified by the disputed change order. In continuing to perform the Work, the Contractor will retain all of the Contractor's rights under contract or law pertaining to resolution of disputes and protests between contracting parties. Disputes between the County and the Contractor concerning any Contractor-proposed change order or other amendment do not excuse the Contractor's obligation to perform the Work in accordance with the Contract Documents excluding such Contractor-proposed change order or other amendment by the Time for Completion or waive any other Project milestone or other requirement of the Contract Documents.

11. Cleanup

A. Do not allow the site of the work to become littered with trash and waste material, and maintain the same in a neat and orderly condition every day, throughout the construction period. The Engineer shall have the right to determine whether the material stored is rubbish and the manner of its disposal.

B. Sidewalks, street area, parking (planting) strips and driveway approaches shall be kept reasonably clean at all times during construction and shall be completely and carefully cleaned after the work has progressed beyond the immediate vicinity, to the satisfaction of the Engineer.

C. Upon completion and before making application for acceptance of the work, the Contractor shall clean the area occupied by him in connection with the work. The job site and surrounding areas shall be left in a neat and presentable condition.

D. All rubbish, excess materials, temporary structures, excess asphalt concrete and other materials and equipment shall be removed from the job site. Each street worked on each day shall be power broomed and all waste shall be properly disposed off site.

E. All temporary striping and marking shall be removed prior to final inspection.

**SECTION V****CONTROL OF WORK**

1. Authority of the 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; all questions which may 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 compensation. The Engineer's decision shall be final and he shall have authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

The County's failure to enforce a Contract part does not waive enforcement of any Contract provision.

Comply with Section 6, "Control of Materials," of the State Standard Specifications.

2. Conformity with Plans. Finished surfaces in all cases shall conform to the lines, grades, cross-sections and dimensions shown on the approved plans.

3. Coordination of Contract Components.

The contract components A-F 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.

A. Notice Inviting Bids

B. Part I – Bid Proposal (as accepted) and the executed Agreement

C. Part II – General Conditions

D. Part III – Special Provisions: Special Conditions and Technical Specifications, including State Standard Specifications dated 2018, sections 10-99, as revised in Revised Standard Specifications (RSS) dated April 16, 2021

E. Part IV – Project Plans, dated January 7; 2022

F. Administrative subsections of the State Standard Specifications dated 2018, as specifically referenced in contract Parts I-IV and as revised in RSS dated April 16, 2021

4. Contract Component Order of Precedence. If there is any conflict between the requirements of the various contract components, the following shall be the order of precedence (in order from highest precedence to lowest):

A. Permits, Licenses, Agreements and Certifications

B. Agreement for Public Improvements

C. Notice to Bidders

- D. Special Provisions
- E. County General Conditions
- F. State Standard Specifications
- G. Project Plans
- H. Revised state standard plans
- I. State Standard Plans
- J. Supplemental project information

Written numbers and notes on a drawing govern over graphics

A detail drawing governs over a general drawing

A detail specification governs over a general specification

A specification in a section governs over a specification referenced by that section

For federal aid projects, attention is directed to the Federal Requirements section of the Special Conditions.

5. Interpretation of Plans and Specifications. Should it appear that the work to be done or any matter relative thereto are not sufficiently detailed or explained in the plans and specifications, the Contractor shall submit electronically a Request for Information (RFI) well in advance of the time a clarification is needed for such further explanations as may be necessary and shall conform to those explanations as part of the contract, so far as may be consistent with the original specifications. The Engineer's decision regarding definitions or clarifications will be final. Engineer responds to RFI within 7 working days.

Failure by the Contractor to clarify said issues prior to construction shall not relieve the contractor of performing the said work. The said work shall be performed and completed by the Contractor at no additional cost to the County.

The specifications are written to the Bidder before award and the Contractor after. Before award, interpret sentences written in the imperative mood as starting with "The Bidder must" and interpret "you" as "the Bidder" and "your" as "the Bidder's." After award, interpret sentences written in the imperative mood as starting with "The Contractor must" and interpret "you" as "the Contractor" and "your" as "the Contractor's."

6. Superintendence. Contractor shall give personal superintendence to the work on said improvements or have a competent foreman or superintendent, satisfactory to the Engineer, at the work site at all times during progress with authority to act for the Engineer. Whenever the Contractor is not present on any part of the work site where it may be desired to give direction, orders will be given by the Engineer, which shall be received and obeyed by the Superintendent or foremen in charge of the particular work in reference to which the orders are given.

7. Lines and Grades. Contractor shall be responsible to set lines and grades for construction.

8. Submittals. Submittals shall be in accordance with section 5-1.23, "Submittals" of the State Standard Specifications and this section. All submittals must be electronic.

Accompany submittals with a transmittal form. Use a separate form for each item, class of material, equipment, and for items specified in separate specification sections. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are functionally related such that expediency indicates checking or review of the group or package as a whole. Assign a sequential number to each submittal and note the number on the transmittal form accompanying each item submitted.

Submittal numbers shall have the following format:

XX.YY (NN-N.NN)

Where:

XX = the sequential submittal number

YY= the sequential number of the submittal ("01" for the first submittal, "02" for the second submittal, etc.)

(NN-N.NN) identifies the specification section number that requires the submittal.

For example, if the twelfth submittal made is the quality control plan for sign panels, as required by section 56-2.01A, the initial submittal would be 12.01 (56-2.01A). If a re-submittal were required, it would be 12.02 (56-2.01A).

Cover sheets must indicate the following:

- A. Date
- B. Project Name
- C. Submittal No.
- D. Specification Section/Drawing No.
- E. Subcontractor/Supplier
- F. Title
- G. Reviewer

Except for shop drawings and test samples, allow 15 calendar days for review. Allow 20 days for review of shop drawings.

9. Inspection. The Engineer shall at all times have access to the Work during construction and shall be furnished with every reasonable facility for ascertaining full knowledge respecting 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 inspection may be provided. Any work done in the absence of the Engineer will be subject to rejection.

Advance notification will be required for inspection as follows:

- A. 5 working days advance notice for inspection of asphalt concrete to be used into the project. Materials shall be accessible for inspection at both the plant and project site.
- B. 48 hours advance notice for inspection of all other materials to be incorporated into the project prior to use. Materials shall be accessible for inspection.
- C. 24 hours advance notice for inspection of work prior to backfilling or placing of concrete or any intermediate operation which will later be obscured.
- D. 5 working days in advance of testing of project materials and systems
- E. 24-48 hours prior to final inspection of any type of work. Inspections will be required for any wall framing, rough electrical, plumbing, drywall, etc. The Contractor shall be responsible to contact the Building Division at 831-637-5313 to schedule any inspections.
- F. 5 working days for inspections not listed above.

The Contractor will provide proper facilities at all times for access of the County, the Engineer, and other authorized County representatives to conveniently examine and inspect the Work.

The inspection of the Work shall not relieve the Contractor of any of the Contractor's 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.

10. Removal of Defective and Unauthorized Work. All work, which has been rejected, shall be remedied, or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed for such removal or replacement. 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. Work so done may be ordered removed at the Contractor's expense. 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 authority to cause defective work to be removed, and to deduct the costs from any monies due or to become due the Contractor.

11. Record Drawings. The Contractor shall keep and maintain, on the job site, one record set of Drawings. On these, the Contractor shall mark all project conditions, locations, configurations, and any other changes or deviations which may vary from the details represented on the original Contract Documents, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated in the plans and specifications. Said record drawings

shall be supplemented by any detailed sketches as necessary or directed to indicate, fully, the work as actually constructed. These master Record Drawings of the Contractor's representation of as built conditions, including all revisions made necessary by addenda, change orders, and the like shall be maintained up to date during the progress of the work.

In the case of those drawings which depict the detailed requirements for equipment to be assembled and wired in the factory, such as motor control centers and the like, the record drawing shall be updated by indicating those portions which are superseded by change order drawings or final shop drawings, and by including appropriate reference information describing the change orders by number and the shop drawings by manufacturer, drawing, and revision numbers.

Record drawings shall be accessible to the Engineer at all times during the construction period and shall be delivered to the Engineer upon completion of the Work. Failure to maintain current and up-to-date record drawings may result in special 5 percent retentions in monthly progress payments until the requirement to maintain updated as-built drawings is achieved.

Final payment will not be approved until the Contractor prepared record drawings have been delivered to the Engineer. Said up-to-date Record Drawings may be in the form of a set of prints with carefully plotted information as approved by the Engineer. Upon substantial completion of the Work and prior to final acceptance, the Contractor shall complete and deliver one PDF and one complete 24-inch by 34-inch set of Record Drawings to the Engineer for transmittal to the County, conforming to the construction records of the Contractor. This set of drawings shall consist of corrected plans showing the reported location of the Work. The record drawing submittal must include a statement signed by your Quality Representative or Construction Project Manager certifying that the submitted drawings are complete and accurate. The information submitted by the Contractor and incorporated by the Engineer into the Record Drawings will be assumed to be reliable, and the Engineer will not be responsible for the accuracy of such information, nor for any errors or omissions that may appear on the Record Drawings as a result.

12. Cost Reduction Incentive. The Contractor may submit to the Engineer, in writing, proposals for modifying the plans, specifications or other requirements of the contract for the sole purpose of reducing the total cost of construction. The cost reduction proposal shall not impair, in any manner, the essential functions or characteristics of the project, including service life, economy of operation, ease of maintenance, desired appearance, or design and safety standards. Cost reduction proposals shall contain the following information:

A. A description of both the existing contract requirements for performing the Work and the proposed changes.

B. An itemization of the contract requirements that must be changed if the proposal is adopted.

C. A detailed estimate of the cost of performing the Work under the existing contract and under the proposed change. The estimates of cost shall be determined in the same manner as if the Work were to be paid for on a force account

basis as provided in Section IX-14, "Force Account Work" of these General Conditions.

D. A statement of the time within which the Engineer must make a decision thereon.

E. The contract items of work affected by the proposed changes, including any quantity variation attributable thereto.

The provisions of this section shall not be construed to require the Engineer to consider any cost reduction proposal which may be submitted hereunder; proposed changes in basic design of a bridge or of a pavement type will not be considered as an acceptable cost reduction proposal; the County will not be liable to the Contractor for failure to accept or act upon any cost reduction proposal submitted pursuant to this section nor for any delays to the Work attributable to any such proposal. If a cost reduction proposal is similar to a change in the plans or specifications, under consideration by the County for the project, at the time said proposal is submitted or if such a proposal is based upon or similar to standard specifications, General Conditions or standard plans adopted by the County after the advertisement for the contract, the Engineer will not accept such proposal and the County reserves the right to make such changes without compensation to the Contractor under the provisions of this section.

The Contractor shall continue to perform the Work in accordance with the requirements of the contract until an executed change order, incorporating the cost reduction proposal has been issued. If an executed change order has not been issued by the date upon which the Contractor's cost reduction proposal specifies that a decision thereon should be made, or such other date as the Contractor may subsequently have specified in writing, such cost reduction proposal shall be deemed rejected.

The Engineer shall be the sole judge of the acceptability of a cost reduction proposal and of the estimated net savings in construction costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the right is reserved to disregard the contract Bid prices if in the judgment of the Engineer, such prices do not represent a fair measure of the value of work to be performed or to be deleted.

The County reserves the right where it deems such action appropriate, to require the Contractor to pay in part or whole the County's costs of investigating a cost reduction proposal submitted by the Contractor as a condition of considering such proposal. Where such a condition is imposed, the Contractor shall indicate acceptance thereof in writing, and such acceptance shall constitute full authority for the County to deduct amounts payable to the County from any monies due or that may become due to the Contractor under the contract.

If the Contractor's cost reduction proposal is accepted in whole or in part, such acceptance will be by a contract change order, which shall specifically state that it is executed pursuant to this section. Such change order shall incorporate the changes in the plans and specifications which are necessary to permit the cost reduction proposal or such part of it as has been accepted to be put into effect, and shall include any conditions upon

which the County's approval thereof is based if the approval of the County is conditional. The change order shall also set forth the estimated net savings in construction costs attributable to the cost reduction proposal effectuated by the change order, and shall further provide that the Contractor be paid 50 percent of said estimated net savings amount. The Contractor's cost of preparing the cost reduction incentive proposal and the County's cost of investigating a cost reduction incentive proposal, including any portion thereof paid by the Contractor, shall be excluded from consideration in determining the estimated net savings in construction costs.

Acceptance of the cost reduction proposal and performance of the work thereunder shall not extend the time of completion of the contract unless specifically provided for in the contract change order authorizing the use of the cost reduction proposal. The amount specified to be paid to the Contractor in the change order which effectuates a cost reduction proposal shall constitute full compensation to the Contractor for the cost reduction proposal and the performance of the work thereof pursuant to the said change order.

The County expressly reserves the right to adopt a cost reduction proposal for general use on contracts administered by the County when it determines that said proposal is suitable for application to other contracts. When an accepted cost reduction proposal is adopted for general use, only the Contractor who first submitted such proposal will be eligible for compensation pursuant to this section, and in that case, only as to those contracts awarded to the Contractor prior to submission of the accepted cost reduction proposal and as to which such cost reduction proposal is also submitted and accepted. Cost reduction proposals identical or similar to previously submitted proposals will be eligible for consideration and compensation under the provisions of this section if the identical or similar previously submitted proposals were not adopted for general application to other contracts administered by the County. Subject to the provisions contained herein, the County or any other public agency shall have the right to use all or any part of any submitted cost reduction proposal without obligation or compensation of any kind to the Contractor.

This Section V-12, "Cost Reduction Incentive" of these General Provisions shall apply only to contracts awarded to the lowest responsive responsible Bidder pursuant to competitive bidding.

**SECTION VI****CONTROL OF MATERIALS**

1. Source of Supply and Quality of Materials. At the option of the Engineer the source of supply of each of the material shall be approved by the Engineer before the delivery is started. Only materials conforming to the requirements of these specifications and approved by the Engineer shall be used in the Work. Materials used for the Work must be new and of the quality specified. When not particularly specified, materials must be the best of their class or kind. The Contractor must, if required, submit satisfactory evidence as to the kind and quality of materials. All materials proposed for use may be inspected or tested at any time during their preparation and use. After trial, if it is found that source of supply which have been approved so not furnish a uniform product or if the product from any source proves unacceptable at any time the Contractor shall furnish approved material from other approved sources. No material, which, after approval, has in any way become unfit for use shall be used in the Work.

2. Defective Materials. All materials not conforming to the requirements of the specifications will be considered as defective and all such materials, whether in place or not, will be rejected. They 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 approval in writing has been given by the Engineer. 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 authority to remove and replace defective material and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.

3. Samples and Tests. 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 or work done by the Contractor shall be made in accordance with the State of California, Department of Transportation, ASTM, California Test Methods, and commonly recognized standard of national organizations. The Contractor shall furnish such samples of materials as are requested by the Engineer, without charge. Samples will be secured and tested whenever necessary to determine the quality of material. Contractor shall notify County a sufficient time in advance of the manufacture or production of materials to be supplied by Contractor under this contract in order that County may arrange for mill or factory inspection and testing of same.

Any materials shipped by Contractor from factory prior to having satisfactorily passed such testing and inspection by County's representatives, or prior to the receipt of notice from such representative that such testing and inspection will not be required, shall not be incorporated on the job of said improvements.

Contractor shall also furnish County, in triplicate, certified copies of all required factory and mill test reports.

4. General Materials Requirements.

A. During the performance of the Work, all materials must be neatly stacked, properly protected from the weather and other adverse impacts, and placed so as to avoid interference with efficient progress of the Work, with other activities of the County, or with the use of existing County facilities by the public. Materials may not be stored in a manner that presents a safety hazard or a nuisance. All materials must be delivered so as to ensure efficient and uninterrupted progress of the Work. Materials must be stored so as to cause no obstruction and so as to prevent overloading of any portion of the Work. The Contractor will be responsible for damage or loss of materials delivered to and/or stored at the work site due to weather or other causes. The Contractor must promptly remove from the work site all materials rejected by the County or its representatives as failing to conform to the requirements of the Contract Documents, whether such non-conforming materials have been incorporated in the Work or not. If the County or its representatives so direct, the Contractor must promptly replace and re-execute work performed by the Contractor and order the replacement and re-execution of work performed by subcontractors using non-conforming materials with materials that satisfy the requirements of the Contract Documents without expense to the County. The Contractor will bear the expense of making good all work destroyed or damaged by such removal. The Contractor will have all of the obligations and the County will have all of the rights and remedies that are specified in this section concerning any failure by the Contractor to replace or re-execute work using non-conforming materials, and/or to make good all work destroyed or damaged by such removal and/or execution.

B. If any portion of the Work done or material furnished under this Contract proves defective and not in accordance with the plans and specifications, and if the Engineer determines that the imperfection of the same is not of sufficient magnitude or importance to make the Work dangerous or undesirable, or if the removal of such work, is impractical or will create conditions which are dangerous or undesirable, the Engineer may retain such work, instead of requiring the imperfect work to be removed and reconstructed, and make such deductions therefore in the payments due or to become due the Contractor as are just and reasonable.

5. Substitutions. Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents that Contractor proposes after award of the Contract are considered "requests for substitutions". The following are not considered substitutions:

- A. Revisions to Contract Documents requested by the County.
- B. Specified options of products and construction methods included in Contract Documents.
- C. Compliance with governing regulations and orders issued by governing authorities.

Requests for substitution will be considered only if received within 10 calendar days from the date of award. Requests received after this period may be accepted or rejected at the discretion of the County.

Contractor shall prepare and submit each request for substitution to the County in accordance with the procedures for submittals on the request form provided by the County.

The following additional information shall be provided:

- A. An explanation of the advantages to the County for accepting the substitution.
- B. A comparison of significant qualities of the proposed substitution with those specified.
- C. A list of changes or modifications needed to other parts of the work and to construction performed by the County and separate Contractors that will be necessary to accommodate the proposed substitution.
- D. A statement indicating the substitution's effect on the Construction Schedule compared to the Construction Schedule without acceptance of the substitution. Indicate the effect of the proposed substitution on overall contract time.
- E. Cost information, including a proposal of the net change, if any, in the Contract Sum.
- F. Certification that the substitution is equal to or better in every respect to that required by Contract Documents, and that it will perform adequately in application indicated. Include Contractor's waiver of rights to additional payment or time extensions that may be necessary because of the substitution's failure to perform adequately.

Substitution requests will be considered by the County when the following conditions are satisfied, as determined by the County; otherwise, requests will be returned without action except to record noncompliance with these requirements.

- A. Extensive revisions to Contract Documents are not required.
- B. Proposed changes are in keeping with the general intent of Contract Documents.
- C. The request is timely, fully documented and properly submitted.
- D. The specified product or method of construction cannot be provided within the specified Contract Time. The request may not be considered if the product or method cannot be provided as a result of failure of the Contractor to pursue the work promptly or coordinate activities properly.

E. A substantial advantage is offered the County, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the County may be required to bear. Additional responsibilities for the County may include additional compensation to the Consulting Engineer/Architect for redesign and evaluation services, increased cost of other construction by the County or separate contractors, and similar considerations.

F. The specified product or method of construction cannot receive necessary approval by a regulatory agency, and the requested substitution can be approved.

G. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the compatibility.

H. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.

I. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution can provide the required warranty.

Contractor's submittal and County's acceptance of Shop Drawings, Product Data or Samples that do not comply with the Contract Documents does not constitute a valid request for substitution, nor does it constitute acceptance of a substitution.

The County will notify the Contractor of acceptance or rejection of the proposed substitution within 28 calendar days of receipt. If a decision on use of a substitute cannot be made within these time limits, the product originally specified shall be used.

No extension of contract time will be allowed through your failure to either transmit requests for substitution sufficiently in advance of the work, or on account of processing time outside the time limits noted above.

Should the originally specified materials not be available within the specified contract time due to Contractor's negligence to order and obtain such materials, Contractor is responsible to provide, install and maintain a temporary "equal" material as approved by the County, and for replacing such temporary material with the required product upon availability. Contractor is responsible for all costs associated with the installation, maintenance, and removal of the temporary product and the installation of the specified product, including an extended one year warranty to cover the final product installed. Sufficient funds to cover the purchase and installation of the specified product will be withheld until such work has been completed and accepted by the County.

6. Storage or Disposal of Material Outside the Public Right of Way. If the Contractor stores or disposes of material outside of the public right of way, and the County has not made arrangement for storage or disposal of the material, the Contractor shall first

obtain written authorization from the property owner on whose property the storage or disposal is to be made and the Contractor shall file with the Engineer the authorization or a certified copy thereof together with a written release from the property owner absolving the County from any and all responsibility in connection with the storage or disposal of material on the property. Contractor must also obtain any necessary permits, licenses and environmental clearances to store or dispose of material on private property. Before any material is stored or disposed of on private property, the Contractor shall obtain written permission from the Engineer to store or dispose of the material at the location designated in the authorization. If the Contractor elects to store or dispose of material subject to this paragraph, the Contractor shall pay those charges that are provided for in the agreement between the owner and the Contractor.

Where the County has made arrangements with owners of land in the vicinity of a project for the storage or disposal of materials on a private owner's property, the arrangements are made solely for the purpose of providing all Bidders an equal opportunity to store or dispose of the materials on the property. Bidders or Contractors may, upon written request, inspect the documents evidencing the arrangements between property owners and the County. The Contractor may, if the Contractor so elects, exercise any rights that have been obtained. If the Contractor elects to store or dispose of materials on private property subject to this paragraph, the use of the private property shall be subject to the terms, conditions, and limitations of the arrangement made between the property owner and the County and the Contractor shall pay those charges that are provided for in the arrangement made by the County with the property owner, and deductions will be made from any monies due or that may become due the Contractor under the Contract sufficient to cover the charges for the material stored or disposed of.

When material is stored or disposed of as provided in this section, and the storage or disposal location is visible from public view, the Contractor shall store or dispose of the material in a neat and uniform manner to the satisfaction of the Engineer. Material storage as used in this section also includes vehicle parking.

7. Construction and Demolition Waste Management Plan (WMP). The County is mandated by the State of California to divert 65% of all solid waste from landfills either by reusing or recycling. The Contractor shall apply for approval of a solid waste management plan as specified in the Special Conditions.

**SECTION VII****LEGAL RELATIONS AND RESPONSIBILITY**

1. **Laws to be Observed.** The Contractor shall stay fully informed of all existing and future State and National Laws, including all provisions of Section 1776 of the Labor Code, and Municipal Ordinances and Regulations 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. He shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees. In addition, the Contractor shall meet all standards of the State and Federal Government for air, water and noise pollution. The Contractor shall inform the County of the location of the records enumerated under Section 1776(a) of the Labor Code, including the street address, County and county, and shall within five working days, provide a notice of a change of location and address. Contractor shall comply with all of the reporting requirements regarding submittal of certified payroll to the Department of Industrial Relations.

If there is any conflict between Contract Documents and any laws or regulations, the matter shall be brought to the attention of the Engineer immediately. All necessary permits or approvals from any involved agency shall be obtained by the Contractor before any work is started.

The County of San Benito currently enforces the 2019 California Building Standards Code, including various model codes therein as they may be revised and adopted by the Building Standards Commission of the State of California.

If there is any conflict between these specifications and provisions and any laws or regulations, the matter shall be brought to the attention of the Engineer immediately. All necessary permits or approvals from any agency shall be obtained by the Contractor before any work is started.

2. **Trench Safety and Differing Subsurface Conditions.**

A. **Excavation More Than Four Feet Deep.** In accordance with California Public Contract Code Section 7104, if work involves excavation more than four feet deep, the Contractor must promptly notify the County in writing before any of the following are disturbed:

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

ii. Any subsurface or latent physical conditions at the work site different from those indicated;

iii. Any unknown physical conditions at the work site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

The County will promptly investigate any such conditions for which notice is given. If the County finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in the cost or time of performance of the Work, the County will issue a change order pursuant to Section IV-4, "County Directed Change Orders" of these General Conditions. If a dispute arises between the County and the Contractor concerning whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the cost or time of performance, the Contractor shall not be excused from any completion date provided in the Contract Documents, but shall proceed with all work to be performed under the Contract Documents. The Contractor shall retain any and all rights provided either by contract or by law pertaining to the resolution of disputes and protests between the contracting parties.

B. Excavation of Five Feet or More. In accordance with California Labor Code Section 6705, if this contract exceeds \$25,000 in cost and involves excavation five or more feet deep must submit for the County's acceptance, prior to 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. No trench safety plan shall be less effective than that required by the Construction Safety Orders and other mandates of the Division of Occupational Safety and Health. If the plan varies from the shoring system standards established by the Construction Safety Orders and other applicable mandates, it must be prepared by a licensed civil or structural engineer. Acceptance by the County of the detailed trench safety plans submitted is only an acknowledgement of the submission and does not constitute review or approval of the designs, design assumptions, criteria, completeness, applicability to areas of intended use, or implementation of the trench safety plans, which are solely the responsibility of the Contractor and the Contractor's Licensed Engineer.

3. Hours of Labor. The Contractor shall forfeit, as penalty to the County of San Benito, twenty five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor under the Contractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of the provisions of the Labor Code and in particular, Section 1810 to Section 1816 thereof, inclusive.

4. Review of Per Diem Rates. Reference is hereby made to the prevailing rate of per diem wages adopted by the County Board of Supervisors of the County of San Benito in accordance with Labor Code Section 1770 et seq., copies of which are on file in the office of the County Clerk and the Office of the Engineer, County Hall, South San Francisco, California, and available for inspection by interested parties. If a petition is filed in accordance with Labor Code Section 1773.4 calling for a review of the rates as so established, the closing rate for the submission of Bids or the start of work, whichever is applicable shall be extended

as in such section provided, and the determination made by the Director of Industrial Relations shall be deemed included in the contract for this Work.

5. Wages. The requirements of section 7-1.02K(2), "Wages" of the State Standard Specifications apply.

The wages to be paid for a day's work to all classes of laborers, workmen, or mechanics on the work contemplated by this contract, shall be not less than the minimum wage rate described in the Notice to Bidders as applicable to this contract. Each laborer, worker or mechanic employed by a Contractor or by any subcontractor shall receive the wages herein provided for. The Contractor shall pay forty dollars (\$40) per day penalty for each worker paid less than prevailing rate of per diem wages unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor. The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned. The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Contractor to each worker.

The general prevailing wage rates determined by the Director of Industrial Relations are available at the California Department of Industrial Relations website at <http://www.dir.ca.gov>, and at the County of San Benito Resource Management Agency, Public Works Division, 2301 Technology Parkway, Hollister, CA 95023

The County will not recognize any claim for additional compensation because of the payment by the Contractor for any wage rate in excess of prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining the Contractor's Bid, and will not, under any circumstances be considered as the basis of a claim against the County on the contract.

An error on the part of an awarding body does not relieve the Contractor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770-1775.

A. Posting of Schedule of Prevailing Wage Rates and Deductions. The Contractor shall post at appropriate conspicuous points at the site of the project a schedule showing all determined prevailing wage rates for the various classes of laborers and mechanics to be engaged in work on the project under this contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged

B. Payroll Records. The Contractor and subcontractor's attention is directed to the provisions of Section 1776 of the California Labor Code and to the requirements therein pertaining to the keeping, availability, and filing of accurate payroll records of all journeymen, apprentices, and other workers performing work under this Contract. The Contractor agrees to comply with the requirements of said section and the Department of Industrial Relations.

Prior to each monthly progress payment, the Contractor shall deliver to the Engineer copies of certified payrolls of its and all subcontractors' forces performing work at the job site (or sites established primarily for the work) for labor compliance purposes and extra/force account considerations. Such records shall be kept current on an effective day or period basis and in a form acceptable to the Engineer. At a minimum, the form shall include the following information:

- A. Employee identification by name
- B. Employee's address and social security number
- C. Employee's craft and classification (in accordance with Director of Industrial Relations' wage determinations)
- D. Employee's actual per diem wages (in compliance with Part I, Notice to Contractors, and this Section GC-20, Laws and Regulations)
- E. Employee's subsistence and travel allowance (as applicable)
- F. Employee's straight time and overtime hours worked each day and week
- G. Itemized deductions made from employee's wages
- H. Apprentices and ratio of apprentices to journeymen
- I. Contractor's or subcontractor's firm or company name, date or period for which applicable wage rates and allowances are effective, and the employer's signature.

The certified payroll records shall be kept on forms provided by the Division of Labor Standards Enforcement, or shall contain the same information as the forms provided by the Division in addition to the above-listed information.

Failure to provide copies of the certified payrolls shall constitute a violation of the contract provisions, and shall be sufficient cause for the County to terminate the construction contract.

Copies of the certified payrolls shall be made available to auditors and managers from the County of San Benito upon request.

Each Contractor and subcontractor(s) shall keep an accurate payroll record for up to three (3) years after the project is accepted by Council.

In addition to submitting the certified payrolls to the Engineer, the Contractor shall transmit electronically the records specified in California Labor Code section 1776, including the certified payrolls, directly to the Labor Commissioner at:

<http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>

Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury stating: (1) The information contained in the payroll is true and correct; and (2) The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by its employees on the Project.

The Contractor or subcontractor has 10 calendar days in which to comply subsequent to receipt of a written notice requesting certified payroll records. In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the District, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. The Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District shall be marked or obliterated in accordance with California Labor Code section 1776.

Compliance with the above provisions of this section, and California Labor Code, Section 1776, shall be the responsibility of the Contractor or subcontractor. Pursuant to Labor Code Section 1771.4, Contractor is required to post all job site notices prescribed by law or regulation that include payment of prevailing wages.

6. Registration of Contractors. No contractor or subcontractor may be qualified to bid on or listed on a Bid Proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 at the time of Bid submittal, unless excepted from this requirement for bidding purposes only under Labor Code section 1771.1(a). In addition, all project-specific license and certifications as required by the County shall be obtained by the Contractor and any subcontractor by the time of Contract award. Contractor should be prepared to provide all evidence, disclosures, or releases required by Labor Code section 1725.5.

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

As provided by Labor Code section 1771.1, it is not a violation of this section for an unregistered contractor to submit a Bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

As provided by Labor Code section 1771.1, an inadvertent error in listing an unregistered subcontractor in a Bid Proposal is not grounds for filing a Bid Protest provided that all conditions of section 1771.1(c) have been satisfied.

7. Permits and Licenses. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work.

8. Patents. The Contractor shall assume all costs arising from the use of patented materials, equipment, services, or processes used on or incorporated in the Work, and agrees to indemnify and save harmless the County of San Benito, the County Board of Supervisors, and the Engineer, and their duly authorized representatives, for all suits at law, or actions of every nature for, or on account of the use of any patented materials, equipment, services, or processes.

9. Contractor's Field Office.

A. The Contractor and the Contractor's subcontractors may maintain such office facilities within or near the project area as are necessary for the proper conduct of the Work. Submit proposed field office proposal at pre-construction meeting for approval. Before or during this contract, should the Contractor desire a new or different location, he shall apply to the Engineer for the change of locations and shall only make such change with the approval of the Engineer. All office facilities used by the Contractor and/or its privities must conform to all applicable codes, ordinances and regulations. The cost of such facilities will be paid from and included in the Contract Price.

B. The County and its authorized representatives will at all reasonable times while such office facilities are located at the work site (including, at a minimum, all times during which the Work is performed), have access to any such work site office facilities used by the Contractor and/or its privities. With respect to the right of access of the County and its authorized representatives, neither the Contractor nor its privities will have a reasonable expectation of privacy pursuant to the Fourth Amendment to the United States Constitution or other applicable law concerning such Work site office facilities used by the Contractor and/or its privities. Without exception, any and all project related materials located at such work site facilities will be deemed at all times to be County property subject to inspection and occupation by the County and its authorized representatives at all reasonable times while such facilities are located at the work site (including at a minimum, all times during which the Work is performed). Any interference by the Contractor or its privities with the County's rights of access and/or ownership pursuant to this section will constitute a

material breach of the Contract subject to any and all remedies available pursuant to the Contract Documents and at law and equity.

10. Utilities. The location in public streets of pipes, conduits and other underground facilities of the public utility companies and of the County may not be indicated on the plans. Bidders are instructed to apply to companies and County departments concerned for any information, which may be needed concerning utilities.

At least forty-eight (48) hours prior to commencing work, notify Underground Service Alert (USA) so that the various utility companies may field-mark said installations. Once the field marks are in place, Contractor is responsible for all marked utilities damaged during construction or claims resulting from said damage. In addition, the County will not be responsible for any unmarked utility damaged during construction or any claims resulting from this damage, except for damage to County utilities that the County has not marked within forty-eight (48) hours after receiving notice from USA to do so and which were not marked at the time the damage occurred.

11. Contractor Cooperation and Coordination. The Contractor is advised that other construction and maintenance work may be performed by local utility companies, the County and/or their contractors in the project area concurrent with work performed under this contract. The Contractor shall be responsible for contacting the various utility companies to ascertain the times when such other work will occur and schedule the Contractor's work in coordination with others such that no delays shall occur in the Contractor's work schedule or in others who are working in the area. Failure on the Contractor's part to coordinate with others in overlapping work areas shall not be the basis for any claims against the County, additional compensation nor extension of time. In addition, the Contractor shall be solely responsible for any claims made against the County by others as a result of the Contractor's lack of coordination. This shall include businesses and homeowner's adjacent to the project area.

12. Public Convenience. The Contractor shall comply with the requirements of Section 7-1.03, "Public Convenience" of the State Standard Specifications. The Contractor shall conduct operations as to cause the least possible obstruction and inconvenience to public traffic. Where work is being done on existing public roads or streets, and no detours are available, all traffic shall be permitted to pass through the work with as little inconvenience and delay as possible.

Due to the need to accommodate and minimize inconvenience to the public, unless expressly specified or approved in writing by the Engineer, no road closures will be permitted. Public vehicular and pedestrian traffic must be allowed to travel through the work area with an absolute minimum of interruption or impedance unless otherwise provided for in writing by the Engineer. The Contractor must make provisions for the safe passage of pedestrians around the area of work at all times.

Residents affected by construction must be provided passage and access through the work area to the maximum extent possible. Where existing driveways occur on the job site, the Contractor must make provisions for trench crossings either by means of backfill or by temporary bridges acceptable to the Engineer, so that the length of shut-down of any

driveway is kept to a minimum. In addition, all driveways must be accessible at the beginning and end of each work day, and no driveway or property access may be closed for more than four (4) hours during the work day. Contractor must maintain convenient access to driveways and buildings in the vicinity of work unless otherwise approved by the County in advance. Temporary approaches to, and crossing of, intersecting traffic lanes shall be provided and kept in good condition.

To minimize the need for and complexity of detours, not more than one crossing or street intersection or road may be closed at any one time without the written approval of the Engineer.

Contractor must furnish written advance notices describing the work to be done and distribute these notices to all affected property owners and tenants 48 hours prior to beginning the first phase of the construction operations. Failure to distribute notices shall be sufficient cause for the Engineer to suspend the work until 48 hours after such notices are distributed.

The Contractor shall obtain written permission from property owners before entering private property.

Except as otherwise provided by the Engineer, the stockpiling or storing of material in County streets or right of ways shall be prohibited. Where the Contractor has received Engineer's approval, all such materials must be piled or stored in a manner that will not obstruct sidewalks, driveways, or pedestrian crossings. Gutters and drainage channels must be kept clear and unobstructed at all times. All such materials shall be stored and handled in a manner that protects County streets, sidewalks, or other facilities from damage.

Throughout performance of the Work, the Contractor must construct and adequately maintain suitable and safe crossings over trenches and such detours as are necessary to care for the public and private traffic at all times including Saturdays, Sundays, and holidays.

Non-potable water shall be applied as directed the Engineer for the prevention of dust nuisance in connection with public convenience. No additional payment will be made for applying non-potable water for the prevention of dust.

The Contractor shall be responsible for keeping all emergency services, including the South San Francisco police and fire departments informed of obstructions to, or detours around any public or private roads caused by reasons of the Contractor's operations.

The Contractor must comply with the current edition of the CA MUTCD for warning signs, lights, and devices for use and performance of work within the job site.

No work shall begin before 7:00 a.m. nor continue after 5:00 p.m. Monday through Friday, nor shall any work be done on weekends or holidays observed by the County of San Benito unless approved in advance by the Engineer. Attention is directed to "Work Hours" of the Special Conditions for specific work hour restrictions.

The fact that rain or other causes, either within or beyond the control of the Contractor, may force suspension or delay of the Work, shall in no way relieve the Contractor of Contractor's responsibility of maintaining traffic through the job site and providing local access as specified in this section. The Contractor must, at all times, keep on the job such materials, force, and equipment as may be necessary to keep roads, streets and driveways within the job site open to traffic and in good repair and shall expedite the passage of such traffic, using such force and equipment as may be necessary.

Full compensation for furnishing all labor, materials, tools and equipment and doing all the work involved in public convenience as above specified, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be made therefore.

13. Public Safety. The Contractor shall comply with the requirements of Section 7-1.04, "Public Safety" of the State Standard Specifications. The Contractor shall furnish, erect, and maintain such fences, barriers, lights, signs and watchmen as are necessary to give adequate warning to the public at all times that the Work is under construction and of any dangerous conditions to be encountered as a result thereof. At any and all points along the Work where the nature of construction operations in progress and the Contractor's equipment and machinery in use is of such character as to endanger passing traffic, the Contractor shall provide such lights and signs and station such guards as may appear necessary to prevent accidents and avoid damage or injury to passing traffic, including bicycles and motorcycles.

No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic. At the end of each day's work and at other times when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from that portion of the roadway open for use by public traffic.

Full compensation for furnishing all labor, materials, tools and equipment and doing all the work involved in public safety as above specified, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be made therefore. Should the Contractor fail to provide public safety as specified, or if, in the opinion of the Engineer, the warning devices furnished by the Contractor are not adequate, the County may place any warning lights or barricades or take any necessary action to protect or warn the public of any dangerous condition connected with the Contractor's operations and the Contractor will be liable to the County for, and the County may deduct from amounts due or that may become due the Contractor under the Contract, all costs incurred including administrative costs.

Nothing in this section will be construed to impose tort liability on the County or Engineer.

14. Services During an Emergency. The Contractor shall be obligated to assist the County in the event of a declared emergency event, as determined by the County, in accordance with the requirements of this section.

The Contractor shall make available to the County all mobilized equipment and available personnel active on the project and shall provide supervision of such personnel under the direction of the County in order to perform required work to respond to an emergency condition.

The Contractor shall be compensated for such assistance in accordance with Section 13 of Article IX of the General Conditions, titled, "Extra Work".

15. Preservation of Property. Roadside trees and shrubbery that are not to be removed, and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipe lines under or above ground, sewer and water lines, all street facilities, and any other improvements or facilities within or adjacent to the Work shall be protected from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored, at the Contractor's expense, to a condition as good or better than as when the Contractor entered upon the Work, or as good or better than as required by the specifications accompanying the contract, if any such objects are a part of the Work being performed under the contract.

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

The fact that any such pipe or other underground facility is not shown upon the plans shall not relieve the Contractor of the Contractor's responsibility under this article. It shall be the Contractors' responsibility to ascertain the existence of any underground improvements or facilities, which may be subject to damage by reason of the Contractor's operations, and if it is necessary to lower such underground facility or encase it to protect it from damage, it shall be done at the Contractor's expense.

16. Responsibility for Damage. The County of San Benito, the County Board of Supervisors, or the Engineer shall not be answerable or accountable in any manner, for any loss or damage that may happen to the Work or any part thereof; or for any of the materials or other things used or employed 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 from any cause whatsoever during the progress of the Work or at any time before final acceptance.

17. Contractor's Indemnities.

A. The Contractor will take all responsibility for the Work, and will bear all losses and damages directly or indirectly resulting to the Contractor, any subcontractors engaged in performance of the Work, the County, its officials, officers, employees, agents, volunteers and consultants, and to third parties on account of the performance or character of the Work, unforeseen difficulties, accidents, or occurrences of other causes predicated on active or passive negligence of the Contractor or of any subcontractor engaged in performance of the Work. To

the fullest extent permitted by law the Contractor will indemnify, defend and hold harmless the County, its officials, officers, employees, agents, volunteers and consultants from and against any or all loss, liability, expense, claims, costs (including costs of defense), suits, and damages of every kind, nature and description (including penalties resulting from exposure to hazards in violation of the California Labor Code) directly or indirectly arising from the performance of the Work (“Claims”).

B. The Contractor will indemnify, defend and hold harmless the County, the County’s officials, officers, employees, volunteers, agents and the Engineer and Architect for all liability on account of any patent rights, copyrights, trade names or other intellectual property rights that may apply to the Contractor’s performance of the Work. The Contractor will pay all royalties or other charges as a result of intellectual property rights that may apply to methods, types of construction, processes, materials, or equipment used in the performance of the Work, and will furnish written assurance satisfactory to the County that any such charges have been paid.

C. The Contractor assumes all liability for any accident or accidents resulting to any person or property as a result of inadequate protective devices for the prevention of accidents in connection with the performance of the Work. The Contractor will indemnify, defend, and hold harmless the County and its officials, officers, employees, agents, volunteers and consultants from such liability.

D. In accordance with the provisions of Labor Code section 3700, every contractor will be required to secure the payment of compensation to its employees.

E. Approval of the Contractor’s certificates of insurance and/or endorsements does not relieve the Contractor of liability under this provision. The Contractor will defend, with legal counsel reasonably acceptable to the County, any action or actions filed in connection with any Claims and will pay all related costs and expenses, including attorney's fees incurred. The Contractor will promptly pay any judgment rendered against the County, its officials, officers, employees, agents, volunteers or consultants for any Claims. In the event the County, its officials, officers, employees, agents, volunteers or consultants is made a party to any action or proceeding filed or prosecuted against Contractor for any Claims, Contractor agrees to pay the County, its officials, officers, employees, agents, volunteers and consultants any and all costs and expenses incurred in such action or proceeding, including reasonable attorneys’ fees.

F. The Contractor will indemnify, hold harmless and defend with legal counsel reasonably acceptable to the County the County and its officials, officers, employees, agents and volunteers from and against any and all Claims related to damage to surface or underground facilities caused by the Contractor or any of the Contractor’s privities or agents.

G. The Contractor will indemnify, hold harmless and defend with legal counsel reasonably acceptable to the County the County and its officials, officers, employees, agents and volunteers from and against any and all Claims, including any fines or other penalties, related to failure of the Contractor and/or privities or agents of the Contractor to comply with the requirements of the State of California's National Pollution Discharge Elimination System General Permit, or to implement the project-specific Storm Water Pollution Protection Plan (SWPPP) in accordance with the special provisions. The County may withhold from amounts due or that may become due the Contractor under this Contract amounts that equal or are estimated to equal the amount of Claims, including fines, resulting from failure of the Contractor and/or privities or agents of the Contractor to comply with the requirements of the General Permit, or to implement the SWPPP in accordance with the special provisions.

H. In accordance with California Civil Code Section 2782(a), nothing in the Contract will be construed to indemnify the County for its sole negligence, willful misconduct, or for defects in design furnished by County. In accordance with California Civil Code Section 2782(b), nothing in the Contract will be construed to impose on the Contractor or to relieve the County from liability for the County's active negligence. By execution of the Contract Documents the Contractor acknowledges and agrees that the Contractor has read and understands the insurance and indemnity requirements of the Contract Documents, which are material elements of consideration.

18. Contractor's Responsibility for Work. Except as provided above, until the formal acceptance of the Work by the County, 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 any of the above caused before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages as are directly and proximately caused by acts of the Federal Government or the public enemy.

In case of suspension of work for any cause whatever, the Contractor shall be responsible for the work as above specified and he shall also be responsible for all materials delivered to the Work including materials for which he has received partial payment.

19. Portion of the Work, Which May be Placed in Service. If desired by the County of San Benito, the Work, as completed, may be placed in service. The Contractor shall give proper access to the Work for this purpose but such use and operations shall not constitute an acceptance of the Work, and the Contractor shall remain liable for defects due to faulty construction, material and/or workmanship.

20. No Personal Liability. Neither the Engineer nor the County Board of Supervisors, nor any other officer or authorized assistant or agent shall be personally responsible for any liability arising under the contract.

21. No Abrogation of Codes, Standards, Laws and Ordinances. The Contractor and all subcontractors engaged in the performance of the Work must conform to the following specific rules and regulations as well as all other laws, ordinances, rules and regulations that apply to the Work. Nothing in the plans or specifications is to be construed to permit Work not conforming to these codes:

- National Electrical Safety Code, U. S. Department of Commerce
- National Board of Fire Underwriters' Regulations
- California Building Standards Code as adopted by the County
- Manual of Accident Prevention in Construction, latest edition, published by A.G.C. of America
- Industrial Accident Commission's Safety Orders, State of California
- Regulations of the State Fire Marshall (Title 19, California Code of Regulations) and Applicable Local Fire Safety Codes
- Labor Code of the State of California - Division 2, Part 7, Public Works and Public Agencies.

22. Guaranty. Unless specified otherwise, the Contractor guarantees all of the Work for one year from the date the County accepts the Work. Upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship the Contractor must make good any defects arising or discovered in any part of the Work by diligently commencing the necessary repairs within seven (7) calendar days from the date of notice from the County. If the Contractor fails to make good any defects in the Work in accordance with this provision, in addition to any other available remedy under the Contract or at law or equity, the County may make good or have made good such defects in the Work and deduct the cost from amounts that may be due or become due the Contractor, and/or call on the Contractor's guaranty bond for the cost of making good such defects and for the County's reasonable legal costs, if any, of recovering against the bond. The Contractor will remain responsible for repairing any Work found to be defective regardless of when such defect is discovered by the County.

Contractor shall file with County a guaranty bond in the sum of one hundred percent (100%) of the final contract price (including all change orders for extra work securing this guaranty to County, and said bond shall be filed at the time final acceptance of this Work is requested. Should Contractor within a reasonable time after demand is made fail to make any and all such repairs or replacements, County may undertake said repairs and replacements with its own forces or through a separate contract, and Contractor shall reimburse County for any and all costs of said repairs or replacements, even if said cost exceed the principal sum of the guaranty bond which is security for the performance of this guaranty. Contractor and the Contractor's surety may provide the foregoing guaranty in the original performance bond.

23. General Safety Requirements.

A. In accordance with generally accepted construction practices and applicable law, the Contractor will be solely and completely responsible for conditions of the work site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours. For purposes of California Labor Code Section 6400 and related provisions of law, the Contractor and the Contractor's privities and any other entities engaged in the performance of the Work will be "employers" responsible for furnishing employment and a place of employment that is safe and healthful for the employees, if any, of such entities engaged in the performance of the Work. Neither the County nor its officials, officers, employees, agents, volunteers or consultants will be "employers" pursuant to California Labor Code Section 6400 and related provisions of law with respect to the Contractor, the Contractor's privities or other entities engaged in the performance of the Work. The Contractor agrees that neither the County, the Architect, nor the Engineer will be responsible for having hazards corrected and/or removed at the work site. The Contractor agrees that the County will not be responsible for taking steps to protect the Contractor's employees from such hazards, or for instructing the Contractor's employees to recognize such hazards or to avoid the associated dangers. The Contractor agrees that with respect to the Work and the Work site, the Contractor will be responsible for not creating hazards and for having hazards corrected and/or removed, for taking appropriate, feasible steps to protect the Contractor's employees from such hazards and that the Contractor has instructed and/or will instruct its employees to recognize such hazards and how to avoid the associated dangers.

B. Review and inspection by the County, the Engineer, the Architect or Engineer, and/or other representatives of the County of the Contractor's performance of the Work will not constitute review of the adequacy of the Contractor's safety measures in, on, or near the Work site. Such reviews and inspections do not relieve the Contractor of any of the Contractor's obligations under the Contract Documents and applicable law to ensure that the work site is maintained and the Work is performed in a safe manner.

C. The Contractor will be solely responsible for the implementation and maintenance of safety programs to ensure that the work site is maintained and the Work is performed in a safe manner in accordance with the Contract Documents and applicable law.

D. The Contractor must furnish and place proper guards and systems for the prevention of accidents, including those systems required pursuant to Title 8, Section 1670 and following of the California Code of Regulations concerning safety belts and nets. The Contractor must provide and maintain any other necessary systems or devices required to secure safety of life or property at the work site in accordance with accepted standards of the industry and applicable law. The Contractor must maintain during all night hours sufficient lights to prevent accident or damage to life or property.

E. Hazardous Materials

i. The Contractor shall neither waste nor deposit on this project any hazardous materials, including but not limited to gasoline or diesel fuels, motor oils, or transmission fluids, antifreeze, hydraulic fluids, lubricants, starting fluids and filters and/or containers for these products. Hazardous material spills that occur as a result of either equipment failures or vandalism, including all adjacent contaminated soils, shall be removed and transported to an environmentally approved disposal site. All removal and transportation costs shall be the responsibility of the Contractor.

ii. The Contractor shall furnish the County Engineer the following as applicable:

- a. List of substances to be used, and copies of Material Safety Data Sheets (MSDS) for each listed item.
- b. Description of where, when, and how the material will be used on site.
- c. Description of methods and equipment to be employed to safeguard the public and County and Contractor's employees.
- d. Specific contacts for questions on MSDS.
- e. Evidence of safety training for Contractor's employees.

iii. The Contractor shall keep on job site at all times the following:

- a. Emergency telephone numbers.
- b. Log of project accidents.
- c. MSDS for all the hazardous materials at the construction site.

iv. Job site shall be kept orderly, clean and free of dust and debris. Silt and any other pollutants shall be prevented from entering the storm drains, and other public drainage facilities. All waste shall be properly collected and disposed.

v. The Contractor shall comply with all applicable safety laws and regulations including but not limited to the following:

- a. Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under Section 107 of the Contract Work hours and Safety Standard Act, as set forth in Title 29, CFR. Copies of these regulations may be obtained from Labor Building, 14th and Constitution Avenue, N.W., Washington, D.C. 20013.
- b. The amended Federal Occupational Safety and Health Act.

24. Fair Employment Provision. The Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry or national origin. 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of this fair employment practices section.

25. Employment of Apprentices. Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.8 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor.

Section 1777.5, as amended, required the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the job site and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five (1:5) except:

- A. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of fifteen percent (15%) in the ninety (90) calendar days prior to the request for certificate, or
- B. When the number of apprentices in training in the area exceeds a ratio of one to five (1:5), or
- C. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or
- D. When the Contractor provides evidence that he employs registered apprentices on all of the Contractor's contracts on an annual average of not less than one apprentice to eight journeymen.

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

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

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

**SECTION VIII****PROSECUTION AND PROGRESS**

1. Subcontracting. No subcontractor will be recognized as such, and all persons engaged in the Work or construction will be considered as employees of the Contractor and he will be held responsible for their work, which shall be subject to the provisions of the Contract Documents. The Contractor shall give the Contractor's personal attention to the fulfillment of the contract and shall keep the Work under the Contractor's control.

Do not use a debarred contractor. For a list of debarred contractors, go to the Department of Industrial Relations website.

Comply with the requirements in Section 5-1.13, "Subcontracting", of the State Standard Specifications, and the Special Provisions.

The Contractor shall be responsible for the Contractor's own and subcontractors' compliance with Section 1777.5 of the Labor Code regarding apprenticeable occupations as in said section provided. Any Contractor willfully failing to comply with this section shall be denied the right to bid on a public works contract for a period of six (6) months from the date the determination is made.

Where a portion of the Work, which has been subcontracted by the Contractor, has not been prosecuted in a manner satisfactory to the Engineer, the subcontractor shall be removed immediately on the requisition of the Engineer and shall not again be employed on the Work.

2. Assignment. The performance of the contract may not be assigned except upon the written consent of the County. Consent will not be given to any proposed assignment, which would relieve the original, Contractor or the Contractor's surety of their responsibilities under the contract nor will the County consent to any assignment of a part of the Work under the contract.

3. Time of Completion and Statement of Working Days. The Contractor shall complete all or any designated portion of the work called for under the contract in all parts and requirements within the time set forth in the Special Provisions.

Determination that a day is a non-working day by reason of inclement weather or conditions resulting immediately therefrom, shall be made by the Engineer.

The Engineer will furnish the Contractor a monthly statement showing the number of working days charged to the contract for the preceding month, the number of working days of time extensions being considered or approved, the number of working days originally specified for the completion of the contract and the number of working days remaining to complete the contract and the extended date for completion thereof, except when working days are not being charged in conformance with the provisions in Section VIII-6, "Temporary Suspension of Work" of these General Conditions.

The Contractor will be allowed 15 calendar days from the issuance of the monthly statement of working days in which to file a written protest setting forth in what respects the Contractor differs from the Engineer; otherwise, the decision of the Engineer shall be deemed to have been accepted by the Contractor as correct.

4. Progress of the Work and Time of Completion. The Contractor shall diligently prosecute the work until completion.

Attention is directed to “Beginning of Work and Time of Completion” section of Special Conditions.

5. Character of Workers. If any subcontractor or person employed by the Contractor shall fail or refuse to carry out the direction 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.

6. Temporary Suspension of Work. The Engineer shall have the authority to suspend the Work wholly or in part, for such period as he may seem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable prosecution of the Work, or for such time as he may seem necessary due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the contract. The Contractor shall immediately comply with the written order of the Engineer to suspend work wholly or in part. The Work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the Engineer.

7. No Contractor Damages for Avoidable Delays. All delays in the Work that might have been avoided by the exercise of care, prudence, foresight and diligence of the Contractor or any privities of the Contractor will be deemed avoidable delays. Delays in the Work that may be unavoidable but that do not necessarily affect other portions of the Work or prevent completion of all work within the Time for Completion, including reasonable delays in Engineer approval of shop drawings, placement of construction survey stakes, measurements and inspection, and such interruption as may occur in prosecution of the Work due to reasonable interference of other contractors of the County, will be deemed avoidable delays. You will not be granted a time extension for delays causes by your failure to provide proper traffic control The Contractor will not be awarded a change in the Project schedule, the Time for Completion, and/or additional compensation in excess of the contract price for avoidable delays.

8. Impact of Unavoidable Delays. All delays in the Work that result from causes beyond the control of the Contractor and that the Contractor could not have avoided through exercise of care, prudence, foresight, and diligence will be deemed unavoidable delays. Orders issued by the County changing the amount of Work to be done, the quantity of materials to be furnished, or the manner in which the Work is to be prosecuted, and unforeseen delays in the prosecution of the Work due to causes beyond the Contractor’s control, such as strikes, lockouts, labor disturbances, fires, epidemics, earthquakes, acts of God, neglect by utility owners or other contractors that are not privities of the Contractor will be deemed unavoidable delays to the extent they actually delay the Contractor’s

completion of the Work. The Contractor will be awarded a change in the project schedule, the Time for Completion, and/or additional compensation in excess of the contract price for unavoidable delays to the extent such delays actually delay the Contractor's completion of the Work and/or result in the Contractor incurring additional costs in excess of the Contract Price.

Adverse weather delays may be allowed only if the number of workdays of adverse weather exceeds the parameters listed or referenced immediately below in this subparagraph and Contractor proves that adverse weather actually caused delays to work on the critical path. Contractor shall give written notice of intent to claim an adverse weather day within one day of the adverse weather day occurring.

Claims for extension of time for rain delay will not be granted unless the number of days work is prevented by rain exceeds 100% of the historical average number of rain days for the period of the Contract Time, based on the records of the National Oceanic & Atmospheric Administration (NOAA) weather station in South San Francisco, California or that closest to the Project Site, as measured and reported by NOAA. (For example, for California, Oregon and Washington, these figures are contained in the " $\geq 0.10$  inch" column at the applicable weather station's "General Climate Summary Table" for "Precipitation" at <http://www.wrcc.dri.edu/climate-summaries/>), pro-rated in the individual month Contractor starts and finishes Work. Delays due to adverse weather conditions will not be allowed for weather conditions that fall within these parameters.

In order to qualify as an adverse weather delay with respect to the foregoing parameters, (i.) daily rainfall must exceed 0.1 inch, and/or (ii.) daily snowfall must exceed 1.0 inch or more, at the NOAA station located in Hollister, California or that closest to the Project site, as measured and reported by NOAA. Notwithstanding these allowances, Contractor shall at all times employ all available mitigation measures to enable Work to continue, Contractor shall take reasonable steps to mitigate potential weather delays, such as dewatering the Site, lime treatment, and covering Work and material that could be affected adversely by weather. Failure to do so shall be cause for Engineer to not grant a time extension due to adverse weather, where Contractor could have avoided or mitigated the potential delay by exercising reasonable care.

Normal number of rain days for which rainfall has exceeded 0.1 inches in Hollister, CA is as follows:

Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
6	6	5	3	1	0	0	0	1	2	4	5

Contractor shall include the foregoing precipitation parameters as a monthly activity in its progress schedule. As Work on the critical path is affected by precipitation, Contractor shall notify Engineer and request that the days be moved to the affected activities. Any adverse weather days remaining shall be considered Project float available to either Engineer or Contractor.

Adverse weather delay for precipitation shall be recognized for the actual period of time Contractor proves it was delayed by precipitation exceeding the specified parameters. For example, and not by way of limitation, if precipitation exceeding the specified parameters does not in fact delay Contractor's progress on the critical path, then no time extension shall be recognized; and conversely, if Contractor proves to Engineer's satisfaction that precipitation exceeding the specified parameters causes delay to Contractor for a period longer than the number of precipitation days incurred (e.g., if it rains or snows during grading work), then Contractor shall be entitled to a time extension equal to the actual period of such delay.

During unfavorable weather, wet ground, or other unsuitable construction conditions, Contractor shall employ best practices to protect the Work, manage the construction site and rainwater during inclement weather. Persons performing the Work shall examine surfaces to receive their Work and shall report in writing to Contractor, with copy to Engineer conditions detrimental to the Work. Failure to examine and report discrepancies makes the Contractor responsible, at no increase in Contract Sum, for corrections Engineer may require. Commencement of Work constitutes acceptance of surface.

9. Additional Time for Performance – Procurement of Materials. If, because of war or other declared national emergency, the Federal or State government restricts, regulates or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulation or controls, Contractor is, through no fault of Contractor, unable to perform this agreement, or the work is thereby suspended or delayed, any of the following steps may be taken:

A. County may, pursuant to resolution of the Council, grant Contractor additional time for the performance of this agreement, sufficient to compensate in time, for said delay or suspension.

To qualify for such extension of time, Contractor, within ten (10) calendar days of Contractor's discovering such inability to perform, shall notify the Engineer in writing thereof and give specific reason therefore; Engineer shall thereupon have sixty (60) days within which to procure such needed materials or labor as is specified in this agreement, or permit substitution, or provide for changes in Work in accordance with other provisions of this agreement. Substituted materials, or changes in the Work, or both, shall be ordered in writing by the Engineer and the concurrence of the Council shall not be necessary. All reasonable expenses of such procurement incurred by the Engineer shall be defrayed by Contractor; or

B. If such necessary materials or labor cannot be procured through legitimate channels within sixty (60) calendar days after the filing of the aforesaid notice, either party may, upon thirty (30) calendar days written notice to the other, terminate this agreement. In such event, the Contractor shall be compensated for all work executed upon a unit or upon a cost-plus ten percent (10%) basis, whichever is the lesser. Materials on the ground, in process of fabrication or in route upon the date of notice of termination specially ordered for the project and

which cannot be utilized by Contractor, shall be compensated for by County at cost, including freight, provided that Contractor shall take all steps possible to minimize this obligation; or

C. County Board of Supervisors, by resolution, may suspend this agreement until the cause of inability is removed, but for a period not to exceed (30) days. If this agreement is not cancelled and the inability of Contractor to perform continues, without fault on Contractor's part, beyond the time during which the agreement may have been suspended, as herein provided, County Board of Supervisors may further suspend this agreement, or either party hereto may, without incurring any liability, elect to declare this agreement terminated upon the ground of impossibility of performance. In the event County declares this agreement terminated, such declaration shall be authorized by the County Board of Supervisors, by resolution, and Contractor shall be notified in writing thereof within five (5) working days after the adoption. In such event, the Contractor shall be entitled to proportionate compensation at the agreement rate for such portion of the agreement as may have been performed; or

D. County may terminate this agreement, in which case Contractor shall be entitled to proportionate compensation at the agreement rate for such portion of the agreement as may have been performed. Such termination shall be authorized by resolution of the Council. Notice thereof shall be forthwith given in writing to Contractor and this agreement shall be terminated upon receipt by Contractor of such notice. In the event of the termination in this subparagraph (D), none of the covenants, conditions or provisions hereof shall apply to the work not performed and County shall be liable to Contractor only for the proportionate compensation last herein mentioned.

10. No Contractor Damages for Contractor Caused Delay. Contractor will not be entitled to additional compensation for extended field or home office overhead, field supervision, costs of capital, interest, escalation charges, acceleration costs or other impacts for any delays to the extent such delays are caused by the failure of the Contractor or any subcontractor or other entity engaged in performance of the Work to perform the Work in accordance with the Contract Documents.

11. No Contractor Damages for Delay Not Caused by the County, Delay Contemplated by the Parties, or other Reasonable Delay. Contractor will not be entitled to damages for delay to the Work caused by the following, which the County and Contractor agree will be deemed for purposes of California Public Contract Code Section 7102 either not caused by the County, and/or within the contemplation of the County and the Contractor, and/or reasonable under the circumstances:

A. Exercise of the County's right to sequence the Work in a manner that would avoid disruption to the County and other contractors based on: the failure of the Contractor or any subcontractor or other entity engaged in the performance of the Work to perform the Work in accordance with the Contract Documents, enforcement by the County or any other governmental agency of

competent jurisdiction of any government act or regulation, or enforcement by the County of any provisions of the Contract.

B. Requests for clarification or information concerning the Contract Documents or proposed change orders or modifications to the Contract Documents, including extensive and/or numerous such requests for clarification or information or proposed change orders or modifications, provided such clarifications or information or proposed change orders or modifications are processed by the County or its representatives in a reasonable time in accordance with the Contract Documents.

12. Delays Caused by the County and/or Its Privities. Delay caused by the County and/or other contractors of the County will be deemed unavoidable delays. Either the County or the Contractor may propose a change in the Time for Completion and/or the project schedule for delays that are purported to be caused by the County and/or its privities and that are not reasonable under the circumstances involved and/or that are not within the contemplation of the County and the Contractor. Such proposed changes in the Time for Completion will constitute a change order proposal. The County and the Contractor may agree upon pricing for the cost impacts, if any, resulting from such delays. If such pricing and/or changes in the Time for Completion and/or the project schedule are in anticipation of impacts that may, but have not yet occurred, the County will be obligated to pay the Contractor for such anticipated impacts or to award a change in the Time for Completion and/or the project schedule in accordance with the Contract and any applicable, approved change orders only to the extent the Contractor actually incurs the anticipated impacts. Notwithstanding anything to the contrary, the County and the Contractor may agree to a daily rate or cap or lump sum that will apply to the cost impacts, if any, resulting from delay purportedly caused by the County and/or its privities subject to this provision. However, if such daily rate or cap or lump sum is in anticipation of cost impacts that have not yet occurred, the County will be obligated to pay such daily rate or cap or lump sum only to the extent the Contractor actually incurs such cost impacts.

13. Delay Claims. Whenever the Contractor claims a delay for which the Time for Completion may be extended, the Contractor must request an extension of time within five (5) calendar days of the start of the delay. The request must be in writing and describe in detail the cause for the delay, and, if possible, the foreseeable extent of the delay. Delay claims must include a Time Impact Analysis under section 8-1.02D(8) of the State Standard Specifications.

14. Contractor Coordination of the Work. The County reserves the right to do other work in connection with or in the vicinity of the work site by contract or otherwise, and Contractor must at all times conduct the Work so as to impose no hardship on the County, others engaged in the Work or other contractors working at the work site. The Contractor will adjust, correct and coordinate the Work with the work of others so that no delays result in the Work or other work at or near the work site.

If any part of the Work depends on proper execution or results upon the Work of the County or any other contractor, the Contractor will, before proceeding with such Work, promptly report to the County any apparent discrepancies or defects in such other work.

Failure of the Contractor to promptly report any apparent discrepancy or defect will be deemed an acceptance of the County's or other contractor's work as fit and proper.

The Contractor will anticipate the relations of the various trades to the progress of the Work and will ensure that required anchorage or blocking is furnished and set at proper times. Anchorage and blocking necessary for each trade will be part of the Work except where stated otherwise.

15. Liquidated Damages. The Contractor shall complete the work called for under the contract in all parts and requirements within the number of working days specified.

It is agreed by the parties of 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 the Special Conditions, damage will be sustained by the County, and that it is and will be impracticable to determine the actual damage which the County will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the County the sum prescribed in the Special Conditions per working day for each and every working days 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 County 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 County shall have the right to extend the time for completion or not, as may seem best to serve the interest of the County; and if the County decided to extend the time for completion of the contract, it shall further have the right to charge to the Contractor, the Contractor's heirs, assigns, or sureties, and to deduct from the final payment for the Work, all or any part as it may seem proper, of the actual cost of engineering, inspection, superintendence and other overhead expenses which are directly chargeable to the contract and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimate shall not be included in such charges.

The Contractor shall not be assessed with liquidated damages nor the cost of engineering, inspection, superintendence and other overhead expenses during any delay in the completion of the Work caused by acts of God or of the public enemy, acts of the County, 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 (10) calendar 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 delay, and the Engineer's finding of facts thereon shall be final and conclusive.

If the Contractor is delayed by any act of the Engineer or of the County, not contemplated by the contract, the time of completion shall be extended proportionately and the Contractor shall be relieved during the period of such extension of any claim for liquidated damages, engineering or inspection charges or other penalties. The Contractor shall have no claim for any other compensation for any such delay.

16. Communications.

A. All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.

B. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Bid Proposal (or at such other office as the Contractor may from time to time designate in writing to the County), or if deposited in the United States mail in a sealed envelope, in each case addressed to such office.

C. All correspondence to the County related to this contract, including request for payment, shall be addressed to the Engineer, County of San Benito, 2301 Technology Parkway, Hollister, CA 95023, and any notice to or demand upon the County shall be sufficiently given if so delivered or if deposited in the United States mail in a sealed envelope, or to other such representatives of the County to such other address as the Agency may subsequently specify in writing to the Contractor for such purpose.

D. Any such notice shall be deemed to have been given as of the time of actual delivery of (in the case of mailing) when the same should have been received per receipt.

17. Audit and Examination of Records. The County may examine and audit at no additional cost to the County all books, estimates, records, contracts, documents, Bid documents, Bid cost data, subcontract job cost reports and other project-related data of the Contractor, subcontractors engaged in performance of the Work, and suppliers providing supplies, equipment and other materials required for the Work, including computations and projections related to bidding, negotiating, pricing or performing the Work or Contract modifications and other materials concerning the Work, including Contractor daily logs, in order to evaluate the accuracy, completeness, and currency of cost, pricing, scheduling and any other project related data. The Contractor will make available all such Project related data at all reasonable times for examination, audit, or reproduction at the Contractor's business office at or near the work site, and at any other location where such project-related data may be kept until three years after final payment under the Contract. Pursuant to California Government Code Section 8546.7, if the amount of public funds to be expended is in excess of \$10,000, this Contract will be subject to the examination and audit of the State Auditor, at the request of the County, or as part of any audit of the County, for a period of three (3) years after final payment under the Contract.

18. Project Schedule.

A. Prior to beginning Work, the Contractor shall submit to the Engineer for approval a construction schedule showing the proposed sequence of operations, all links and dependencies and the working days allotted for each segment of the Work. This schedule shall be in CPM format, or other format pre-approved by the Engineer or his representative(s), and shall include the following activities.

- i. Project characteristics, salient features, or interfaces, including those with outside entities that could affect time of completion.
- ii. Project start date, scheduled completion date, other key milestones and the Critical Path.
- iii. Work performed by the Contractor, subcontractors and suppliers.
- iv. Submittal development, delivery, review and approval.
- v. Procurement, delivery, installation and testing of materials and systems.
- vi. Testing, inspections, curing, rain days, and settlement periods.
- vii. Erection and removal of false work and shoring.
- viii. Major traffic control provisions.
- ix. Finishing punchlist items and final cleanup.
- x. Record Drawings and other Final Documentation.
- xi. Project-owned float as the predecessor activity to the scheduled completion date.

B. Update of Schedule. After submission of a schedule to which the County has taken no exceptions, the Contractor must submit an updated schedule before the 5<sup>th</sup> of each month or as otherwise specified by the County until completion of the Work. The updated schedule must show the progress of work as of the date specified in the updated schedule and its relation to milestone dates. Section 8-1.02D(8), Time Impact Analysis, of the State Standard Specifications applies to this contract for proposed schedule changes.

C. Float. The schedule must show early and late completion dates for each task. The number of days between these dates will be designated as "Float". The Float will be designated to the Project and will be available to both the County and the Contractor as needed to complete the Work in accordance with the Contract.

D. Failure to Submit Schedule. If the Contractor fails to submit schedules within the time periods specified in this section, or submits a schedule to which the County has taken uncorrected exceptions, the County may withhold payments to the Contractor until such schedules are submitted and/or corrected in accordance with the Contract Documents.

E. Responsibility for Schedule. The Contractor will be solely and exclusively responsible for creating the schedule and properly updating it. The County may note exceptions to any schedule submitted by the Contractor. However, the Contractor will be solely responsible for determining the proper method for addressing such exceptions and the County's review of the schedule will not create scheduling obligations of the County. The County's acceptance of Contractor's schedule does not waive the Contractor's responsibility for correcting errors without extending the completion date.

**SECTION IX****MEASUREMENT AND PAYMENT**

1. Measurement of Quantities. All work to be paid for at a contract price per unit of measurement will be measured by the Engineer in accordance with Section 9-1.02, "Measurement" of the State Standard Specifications. When required by the Engineer, the operator of each vehicle weighed shall obtain a weight or load slip from the weigher and deliver said slip to the Engineer at the point of delivery of the material. All loads in vehicles hauled over streets and highways shall be legal loads and no payment will be made for the loads in excess of the legal load limits.

Quantities of material wasted or disposed of in a manner not called for under the contract, or rejected loads of material, including material rejected after it has been placed by reason of the failure of the Contractor to conform to the provisions of the contract, or material not unloaded from the transporting vehicle, or material placed outside of the lines indicated on the plans or established by the Engineer, or material remaining on hand after completion of the work; will not be paid for and such quantities will be deducted from the final total quantities. No compensation will be allowed for hauling and disposing of rejected material.

2. Progress Payments. On or before the tenth day of each and every month during the progress of the Work following the Notice to Proceed, Contractor shall submit to the County Engineer a complete itemized statement of all labor and materials incorporated into the improvement during the preceding month and the portion of the contract sum applicable thereto. On approval in writing of said statement by the Engineer, the payment request shall be submitted to the County Board of Supervisors for approval and within ten (10) calendar days after approval thereof by the County Board of Supervisors, County shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the improvement under the contract during the month covered by said statement.

In accordance with the schedule agreed upon at the pre-construction conference, Contractor shall submit each month a signed Certification of Payment to Subcontractors and Suppliers form and lien release forms from subcontractors and suppliers. A conditional lien release is required for the amount being covered under the payment request, and an unconditional lien release is required for work already paid for.

Progress payments will not be processed without certification of prompt payment to subcontractors, with no retainage.

Pursuant to Section 22300 of the Public Contract Code of the State of California, securities may be substituted for any moneys withheld by a public agency to ensure performance under a contract.

At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the County, or with a State or Federally Chartered Bank as the escrow agent, who shall release such securities to Contractor following the expiration

of thirty (30) calendar days from the date of filing of a Notice of Completion of the Work by County, unless such securities are to be withheld by County to correct defective work or otherwise complete the contract or are subject to withholding by County to satisfy stop notices or other claims and costs associated therewith.

The request for substitution of securities to be deposited with the County, or with a State or Federally Chartered Bank as escrow agent, shall be submitted on the form entitled "Escrow Agreement for Security Deposits in Lieu of Retention", Attachment A of the Agreement for Public Improvements, which, when executed by the Contractor and the County, shall constitute a Supplemental Agreement forming a part of the Contract. The County shall have thirty (30) calendar days from receipt of any written request, properly completed and signed by the Contractor and, if applicable, accompanied by an escrow agreement in a form acceptable to County, to approve said request and effect the substitution. County shall not unreasonably withhold approval of said request. County shall determine the value of any security so deposited. Such Supplemental Agreement, and any escrow agreement shall provide for the release of the securities to Contractor as set forth herein and shall also set forth the manner in which County may convert the securities or portions thereof to cash and apply the proceeds to the accomplishment of any purposes for which moneys may be withheld and utilized as described in this Contract, including but not limited to the completion of the contract, correction of defective work and the answering of any stop notice claims and litigation cost thereof.

Securities eligible for investment under this Section shall be those listed in California Government Code Section 16430 or bank or savings and loan certificates of deposit.

The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon. For any monies earned by the Contractor and withheld by the County to ensure the performance of the contract, the Contractor may, at Contractor's request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Chapter 13 (commencing with Section 4590), Division 5, Title 1 of the Government Code of the State of California.

3. Scope of Payment. Scope of payment shall be in accordance with section 9-1.03, "Payment Scope," of the State Standard Specifications. The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, labor, tools, and equipment necessary for the completion of the contract; also for loss or damage arising from the nature of the Work, or from the action of the elements, except as hereinbefore provided, or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the final acceptance by the County and for all risks of every description connected with the prosecution of the Work, also for all expenses incurred in the consequence of the suspension or discontinuance of the Work as herein specified; and for completing the work according to the plans and specifications. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.

It is the intent of the Contract Documents to describe a functionally complete project. All work, materials, or equipment that may be reasonably inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for.

Full compensation for work specified in the General Conditions and Special Conditions is included in the payment for the Bid items unless:

- A. Bid item for the work is shown on the Bid list
- B. Work is specified as change order work

4. Stop Notice Withhold. The County may at its option and at any time retain out of any amounts due the Contractor, sums sufficient to cover claims filed pursuant to Sections 9350-9510 et seq. of the Civil Code.

5. Progress Payment Deductions. The Contractor hereby agrees and acknowledges that progress payments are subject to deduction for failure to comply with certain Contract requirements including traffic control, cleanliness/daily clean-up, "buttoning-up," open trenches, environmental compliance, maintaining services, safety measures, etc. In the event such non-compliance occurs, the County may cure these deficiencies with its own crews or with other contractors/vendors. The full cost the County incurs to cure these deficiencies will be deducted from the next progress payment. "Full costs" include all labor, materials, and equipment plus applicable "mark-ups," including overhead, should the County perform the work with its own forces. Should the County elect to have the work performed by a contractor/vendor, the "full cost" will include the invoiced amount plus a 20 % mark-up to cover handling expenses for the County.

6. Acceptance of the Work. Contractor must request that Engineer perform an inspection to determine substantial completion.

Substantial completion of work is defined to include as a minimum:

- A. Completion of the proposed work in accordance with the contract documents;
- B. Maintenance of regular vehicle traffic, bicyclists, and pedestrians throughout construction; and
- C. Restoration of the existing street and off-street facilities to pre-construction or better condition.

The County will issue a deficiency list of any minor work items that must be completed prior to Final Acceptance of the contract. Deficiencies must be corrected within 20 working days.

When deficiency list work has been completed, Contractor must request the Engineer's final inspection. If the Engineer determines that the work has been completed in accordance with the Contract, the Engineer will recommend that the work be accepted.

County will file with the County Recorder's Office a Notice of Completion within ten (10) days after said improvements shall have been completed and after its Final Acceptance. Written proof of said filing of Notice of Completion shall be delivered to the County Clerk.

7. Final Payment. Within thirty (30) calendar days after the completion of the Work and its Final Acceptance by the County, the Engineer will make a proposed final estimate in writing of the quantities of work done under the contract and the value of such work and will submit such estimate to the Contractor. Within thirty (30) calendar days thereafter the Contractor shall submit to the Engineer the Contractor's written approval of said proposed final quantities or a written statement of all claims which he has for additional compensation due under the contract.

On the Contractor's approval or if he files no claims within said period of thirty (30) calendar days, the Engineer will issue a final written estimate as submitted to the Contractor and the County shall pay 95% of the sum so found to be due after deducting therefrom all previous payments, all amounts to be kept, and all amounts to be retained under the provisions of the contract.

The remaining five percent (5%), less that amount withheld by County to correct defective work or otherwise complete the contract, shall be paid to Contractor thirty-five (35) days after recordation of the Notice of Completion of the Work on duly certified voucher therefore, and after Contractor shall have furnished County with the specified guaranty bond and a release of, or bond against, all claims against County, if required by County, arising under and by virtue of this contract, and work done, and materials furnished hereunder. In the event that there are any claims specifically excepted by Contractor, if permitted by County, from the operation of the release, there shall be retained by County stated amounts to be set forth therein and approved by the Engineer. If there be any claims filed against the Work, County shall withhold final payment until the validity of such claims shall have been properly determined and in this regard County is hereby empowered to pay directly to claimant the full amount of any valid claims.

If the Contractor within said period of thirty (30) calendar days files claims, the Engineer will issue as a semi-final estimate the proposed estimate submitted to the Contractor and the County will within thirty (30) calendar days pay 95% of the sum found due thereon after deducting all prior payments and all amounts to be kept and retained under the provisions of the contract.

The Engineer shall then consider and investigate the Contractor's claims and shall make such revision in the said estimate as he may find to be due, and shall then make and issue the Engineer's final written estimate. The County will pay the amount so found due, after deducting all previous payments and amounts to be retained under the contract.

All prior partial estimate and payments shall be subject to correction in the final estimate and payment. The final estimate shall be conclusive and binding against both

parties to the contract on all questions relating to the performance of the contract and the amount of work done thereunder and compensation therefore, except in the case of gross error.

Payment on the semi-final estimate will be due within thirty (30) calendar days from the date the same is issued by the Engineer. Payment on the final estimate is due within thirty (30) calendar days from the date the same is issued.

8. Travel and Subsistence Payment. Travel and subsistence payments shall be made to each worker needed to execute the Work, as such travel and subsistence payments are defined in the applicable collective bargaining agreement filed in accordance with Section 1773.8.

9. Notice of Potential Claim. The Contractor shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the Engineer, including failure or refusal to issue a change order, or for the happening of any event, thing, occurrence, or other cause, unless the Contractor shall have given the Engineer due written notice of potential claim as hereinafter specified.

The Contractor must file a written Notice of Potential Claim with the County before commencing the Disputed Work (as defined in Section IX-10, "Claims" of these General Conditions), or within seven (7) calendar days after Contractor's first knowledge of the Disputed Work, whichever is earlier. The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. County may request additional information from Contractor regarding the Contractor's claim, which shall be provided to County within 10 calendar days of the request.

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

10. Claims.

A. General

A "Claim" means a written demand or written assertion by Contractor to adjust, alter, modify, or otherwise change the Contract price, payment on the Contract, or the Contract time (including for relief from damages or penalties for delay as assessed by the County), or all of the above. All claims filed hereunder shall strictly comply with all requirements of the Contract Documents.

In order to qualify as a Claim, the written demand must state that it is a claim submitted according to the terms of the Contract Documents. A letter, voucher, invoice,

payment application, or other routine or authorized form of request for payment is not a Claim under the Contract Documents. If such a request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a Claim under the Contract Documents by submitting a separate claim in compliance with claim submission requirements.

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

Notwithstanding and pending the resolution of any Claim, the Contractor shall diligently prosecute the disputed work to final completion of the Work. Contractor shall impose the Claim notice and documentation requirements in this Contract on Contractor's subcontractors of all tiers, and require them to submit to the Contractor all Claims against Contractor and/or the County within the times and containing the documentation required by these provisions. The Claim notice and documentation procedures described in these provisions applies to all claims and disputes arising under the Contract Documents, whether or not specifically referred to in any specific portion of the Contract.

If additional information or details are required by the Engineer to determine the basis and amount of any Claims, the Contractor shall furnish additional information or details so that the additional information or details are received by the Engineer no later than the fifteenth calendar day after receipt of the written request from the Engineer. If the fifteenth day falls on a Saturday, Sunday, or legal holiday, then receipt of the information or details by the Engineer shall not be later than close of business of the next business day. Contractor understands and agrees that failure to submit the information and details to the Engineer within the time specified shall result in Contractor waiving that Claim.

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

The County of San Benito, or its authorized representatives, shall have access, upon reasonable notice, during normal business hours, to Contractor's and subcontractors' books, documents and accounting records, including Bid worksheets, Bids, subcontractor Bids and Proposals, estimates, cost accounting data, accounting records, payroll records, time sheets, canceled checks, profit and loss statements, balance sheets, project correspondence including all correspondence between Contractor and its sureties and subcontractors/vendors, project files, scheduling information, and other records of the Contractor and all subcontractors directly or indirectly pertinent to the work, original as

well as change and claimed extra work, to verify and evaluate the accuracy of cost and pricing data submitted with any change order, prospective or completed, or any claim for which additional compensation has been requested or claim has been tendered. Such access shall include the right to examine and audit such records, and make excerpts, transcriptions and photocopies of the County's cost.

The parties agree that in the event Contractor or any subcontractor fails to comply with this section, it would be difficult for the County to determine its actual damages; therefore, Contractor agrees to pay the County, as liquidated damages, the sum of One Thousand Dollars (\$1000.00), which Contractor agrees is reasonable under the circumstances, for each and every working day which Contractor or subcontractor fails or refuses to provide the County access to the materials specified in this section.

B. Disputes.

i. Contract Interpretation Disputes. Should it appear to the Contractor that the work to be performed or any of the matters relative to the Contract Documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of the Contract Documents, the Contractor shall give written notice to the County. The Contractor shall bear all costs incurred in giving such notice.

All issues regarding the interpretation of the plans or specifications shall be referred to the County for interpretation. The County shall have the right but not the obligation to affirm or disaffirm any interpretation of the plans or specifications, which affirmation or disaffirmance shall be final. If the Contractor should disagree with the County's decision, the Contractor's sole and exclusive remedy is to file a Claim in accordance with these provisions.

ii. Work Disputes. Should any disputes arise under the Contract Documents respecting the true value of any work performed, the implementation of the Work required by the Contract Documents, any Work omitted, any extra work which the Contractor may be required to perform or time extensions, respecting the size of any payment to the Contractor during the performance of the Contract Documents, or of compliance with Contract Document procedures, the dispute shall be decided by the County and its decisions shall be final and conclusive. If the Contractor disagrees with the County's decision, the Contractor's sole and exclusive remedy is to file a claim in accordance with these provisions.

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

"Excusable Delay" means any delay of the completion of the Project beyond the expiration of the Contract time caused by conditions beyond the control and without the fault or negligence of the Contractor such as strikes, embargoes, fire, unavoidable casualties, unusual delays in transportation,

national emergency, and stormy and inclement weather conditions in which the Work cannot continue. The financial inability of the Contractor or any subcontractor and default of any subcontractor, without limitation, shall not be deemed conditions beyond the Contractor's control. An Excusable Delay may entitle the Contractor to an adjustment in the Contract time.

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

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

The Contractor may make a claim for an extension of the Contract time, for an Excusable Delay or a Compensable Delay, subject to the following:

- a. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last.
- b. If an Inexcusable Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract time shall be the number of days, if any, by which the Excusable Delay or the Compensable Delay exceeds the Inexcusable Delay.
- c. If an Inexcusable Delay occurs concurrently with both an Excusable Delay and a Compensable Delay, the maximum extension in the Contract time shall be the number of days, if any, by which the number of days determined pursuant to Subparagraph (ii) exceeds the number of days of the Inexcusable delay.
- d. For a Compensable Delay, the Contractor shall only be entitled to an adjustment in the Contract price in an amount equal to the actual additional labor costs, material costs, and unavoidable equipment costs incurred by the Contractor as a result of the Compensable Delay, plus the actual additional wages or salaries and fringe benefits and payroll taxes of

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supervisory and administrative personnel necessary and directly employed at the work site for the supervision of the Work during the period of Compensable Delay. Except as provided herein, the Contractor shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption. There shall be no Compensable Delay unless the event or occurrence giving rise to the Compensable Delay extends the actual completion of the Work past the Contract time.

The parties agree that the County's exercise of its right to order changes in the Work, regardless of the extent and number of changes, or to suspend the work, is within the contemplation of the parties and shall not be the basis for any Claim or Compensable Delay.

C. Claim Procedures. Should any clarification, determination, action or inaction by the County, or any event, in the opinion of the Contractor, exceed the requirements of or not comply with the Contract Documents, or otherwise result in the Contractor seeking additional compensation in time or money for any reason, (collectively "Disputed Work"), then the Contractor and the County shall make good faith attempts to resolve informally any and all such issues and/or disputes. The Contractor must file a written Notice of Potential Claim with the County in accordance with Section IX-9, "Notice of Potential Claim" of these General Conditions before commencing the Disputed Work, or within seven (7) calendar days after Contractor's first knowledge of the Disputed Work, whichever is earlier, stating clearly and in detail its objection and reasons for contending the Work or interpretation is outside the requirements of the Contract Documents. If a written Notice of Potential Claim is not filed within this period, or if the Contractor proceeds with the Disputed Work without first having filed the notice required by these provisions, the Contractor shall waive any rights to further claim on the specific issue.

The County will review the Contractor's timely notice of potential claim and provide a decision. The County may require supplemental information from the Contractor to clarify that contained in the Notice of Potential Claim. If, after receiving the County's decision, the Contractor disagrees with the decision, the Contractor shall so notify the County, in writing, within seven (7) calendar days after receiving the decision, that a formal Claim will be filed. The Contractor shall submit the Claim in the form specified herein and all arguments, justification, costs or estimates, schedule analyses, and detailed documentation supporting the Contractor's position within thirty (30) calendar days after receiving the County's decision on the notice of potential claim. The Contractor's failure to furnish notification within seven (7) calendar days and all justifying documentation within thirty (30) calendar days will result in the Contractor waiving all rights to the subject Claim.

If Disputed Work persists longer than thirty (30) calendar days after receiving the County's decision on the Notice of Potential Claim, then the Contractor shall, every thirty (30) calendar days until the Disputed Work ceases, submit to the County a document titled "Claim Update" which shall update and quantify all elements of the Claim as completely as possible. The Contractor's failure to submit a Claim Update or to quantify all costs and impacts every thirty (30) days shall result in a waiver of that portion of the Claim for that thirty (30) calendar day period. Claims or Claim Updates stating that damages will be determined at a later date shall not comply with the requirements of these provisions and shall result in the Contractor waiving such Claim(s) and/or Claim Updates.

All claims must be submitted to Engineer before the issuance of the final estimate. Contractor hereby expressly waives all Claims not submitted, in complete and proper form, on or before the date of issuance of the final estimate.

Upon receipt of the Contractor's formal Claim including all arguments, justification, costs or estimates, schedule analyses, and documentation supporting the Contractor's position as previously stipulated, the County or its designate will review the Claim and render a final determination according to the processing and review procedures listed in Section IX-12, "Claims Processing and Review" of these General Conditions.

No costs arising out of or in connection with the performance of Claims of any nature, other than those specifically listed herein may be recovered by the Contractor. Except where provided by law, or elsewhere in these Contract Documents (if applicable), the County shall not be liable for special or consequential damages, and Claims shall not include special or consequential damages.

D. Claim Format. The Contractor shall submit the Claim justification in the following format:

- i. Cover letter and certification of the accuracy of the contents of the Claim;
- ii. Summary of Claim including underlying facts, entitlement, quantum calculations, and Contract Document provision supporting relief;
- iii. List of documents relating to the Claim, including plans, specifications, clarifications/requests for information, schedules and others;
- iv. Chronology of events and correspondence;
- v. Analysis of Claim merit;
- vi. Analysis of Claim costs;
- vii. Attached supporting documents referenced in item (3) above.

E. Exclusive Remedy. The Contractor's performance of its duties and obligations specified in these provisions and submission of a Claim as provided in these provisions is the Contractor's sole and exclusive remedy for the payment of money, extension of time, adjustment or interpretation of Contract Documents' terms, or other contractual or tort relief arising from the Contract Documents. This exclusive remedy and the limitation of liability (expressed herein and elsewhere throughout the Contract Documents) apply notwithstanding the completion, termination, suspension, cancellation, breach or rescission of the Work or the Contract Documents, negligence or strict liability by the County, its representatives, consultants or agents, or the transfer of the Work or the Project to the County for any reason whatsoever. The Contractor waives all claims of waiver, estoppel, release, bar, or any other type of excuse for non-compliance with the Claim submission requirements. Compliance with the notice and Claim submission procedures described in these provisions is a condition precedent to the right to commence litigation, file a Government Code Claim, or commence any other legal action. No Claim or issues not raised in a timely protest and timely Claim submitted under these provisions may be asserted in any Government Code Claim, subsequent litigation, or legal action. The County shall not have deemed to waive any provision under this section, if at the County's sole discretion, a Claim is accepted in a manner not in accord with this section.

F. Mediation. All Claims not subject to the Claim resolution procedures set forth in these provisions shall, as a condition precedent to litigation thereon, first be mediated. Mediation shall be non-binding and utilize the services of a mediator mutually acceptable to the parties, and, if the parties cannot agree, a mediator selected by the American Arbitrator Association from its panel of approved mediators trained in construction industry mediation. All statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion. All unresolved claims shall be submitted to the same mediator. The cost of mediation shall be equally shared.

11. False Claims Affidavit. California Penal Code Section 72 provides that any person, who presents for payment with intent to defraud any County, any false or fraudulent claim, bill, account, voucher, or writing, is punishable by fines not exceeding ten thousand dollars (\$10,000) and/or imprisonment in the state prison.

Government Code Sections 12650 et seq. (California False Claims Act), pertains to civil penalties that may be recovered from persons (including corporations, etc.) for presenting a false claim for payment or approval, presents a false record or statement to get a false claim paid or approved, or other acts, to any official or employee of any political subdivision of the State of California. Any person or corporation violating the provisions of Government Code Section 12650 et seq., shall be liable for three times the amount of the damages of the political subdivision, plus a civil penalty, plus costs. Contractor agrees that any costs or expenses incurred by the County in reviewing or auditing any claims that are not supported by the Contractor's cost accounting or other records, or the Contract, shall be deemed to be damages incurred by the County within the meaning of the California False Claims Act.

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

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

*SIGNATURE LINES WILL BE ADDED HERE*

12. Claims Processing and Review.

A. STATUTORY CLAIMS UNDER PUBLIC CONTRACT CODE SECTION 9204

Prior to submitting a Statutory Claim under Public Contract Code Section 9204, the Contractor shall fully comply with specified notice or protest requirements of these General Conditions, and shall comply fully with the requirements of "Notice of Potential Claim" under Section IX-9 with respect to each and every Statutory Claim.

For the purposes of this Section, Statutory Claim means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following: (1) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project; (2) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled; (3) Payment of an amount that is disputed by the public entity.

The terms "Contractor", "Public Entity", "Public Works Project," and "Subcontractor" shall have the meanings as set forth in Public Contract Code section 9204(c)(2) through (5).

Upon receipt of a Statutory Claim, the County shall conduct a reasonable review of the Statutory Claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the Statutory Claim is disputed and what portion is undisputed. Upon receipt of a Statutory Claim, County and a contractor may, by mutual agreement, extend the time period provided for the County's response. The claimant shall furnish reasonable documentation to support the Statutory Claim.

If the County needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the Statutory Claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Statutory Claim sent by registered mail or certified mail, return receipt requested, the County shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

Any payment due on an undisputed portion of the Statutory Claim shall be processed and made within 60 days after the County issues its written statement. Failure by the County to respond to a Statutory Claim from a contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the Statutory Claim being deemed rejected in its entirety. A Statutory Claim that is denied by reason of the County's failure to have responded, 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 Statutory Claim or the responsibility or qualifications of the claimant.

If the claimant disputes the County's written response, or if the County fails to respond to a Statutory Claim issued pursuant to this Section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the County shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the Statutory Claim or any portion of the Statutory Claim remains in dispute, the County shall provide the claimant a written statement identifying the portion of the Statutory Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Statutory Claim shall be processed and made within 60 days after the County issues its written statement.

Any disputed portion of the Statutory Claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the County and the claimant sharing the associated costs equally. The County and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the Statutory Claim has been identified in writing. 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. If mediation is unsuccessful, the parts of the Statutory Claim remaining in dispute shall be subject to applicable procedures outside this Section.

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.

Unless otherwise agreed to by the County and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against the County because privity of contract does not exist, the contractor may present to the County a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the County shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

A waiver of the rights granted by this Section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section. Nothing in this Section shall relieve the Contractor from its obligations with respect to claims under Section IX-7, "Final Payment."

Prior to commencing litigation, if a claim, Statutory Claim, or any portion of a claim or Statutory Claim remains in dispute, the Contractor shall file a Claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

Any claims presented in accordance with the Government Code must affirmatively indicate Contractor's prior compliance with the claims procedures in the Standard Specifications and the previous dispositions above of the claims asserted. Pursuant to Government Code Section 930.2, the one-year period in Government Code section 911.2 shall be reduced to 150 days from either accrual of the cause of action, substantial completion or termination of the Contract, whichever occurs first; in all other respects, the Government Code shall apply unchanged.

The Contractor hereby agrees that it shall have no right to additional compensation, and/or additional contract time for any claim that may be based on any act, failure to act, event, thing or occurrence for which no written Notice of Potential Claim was filed and received by the County within the time limit specified in the Standard Specifications.

**B. CLAIMS RESOLUTION UNDER PUBLIC CONTRACT CODE SECTION 20104**

The provision of Public Contract Code §20104 set seq. relating to the resolution of construction claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency are hereby incorporated in this Contract and are *italicized* for ease of use. Documentation that is necessary to substantiate claims submitted pursuant to Public Contract Code section 20104 must comply with the requirements for claims under Section IX-7, "Final Payment."

***Claims for \$375,000 or below, as provided by Public Contract Code - §20104 (a)-(d), Application of article; provisions included in plans and specifications:***

*(a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and local agency.*

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

*(b)(1) "Public work" means "public work contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.*

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

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

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

***Claims for \$375,000 or below, as provided by Public Contract Code - §20104.2 (a)-(f), Claims, requirements, tort claims excluded:***

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

*(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of Final Payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.*

*(b)(1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may*

*request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.*

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

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

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

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

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

*(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issue in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.*

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

*(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by*

*Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.*

***Claims for \$375,000 or below, as provided by Public Contract Code - § 20140.4(a)-(c), pertaining to Civil action procedures; mediation and arbitration; trial de novo; witnesses:***

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

*(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 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 or by stipulation of both parties. If the parties fail to select a mediator within the 15-Day period, any party may petition the court to appoint the mediator.*

*(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with 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 (Title 4 commencing with Section 2016.010 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.*

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

*(3) In addition to Chapter 2.5 (commencing with 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 attorney's fees of the other party arising out of the trial de novo.*

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

***Claims for \$375,000 or below, as provided by Public Contract Code - §20140.6 (a)-(b), Payment on undisputed portion of claim; interest on arbitration awards or judgments:***

*(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.*

(b) *In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.*

13. Extra Work. New and unforeseen items of work will be classed as extra work when they cannot be covered by any of the various items for which there is a Bid price or by combinations of such items.

The Contractor shall do such extra work and furnish such materials and equipment therefore, as may be required in writing by the Engineer, but he shall not do extra work except upon written order from the Engineer, and in the absence of such written order he shall not be entitled to payment for such extra work. All bills for extra work done shall be filed in writing with the Engineer. For such extra work the Contractor shall receive compensation at the prices previously agreed upon in writing, or upon a failure to agree upon prices, he shall be paid on force account, as provided in Section IX-14, "Force Account Work" of these General Conditions.

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

14. Force Account Work. Where payment is to be made on a force account basis, the Contractor shall be paid on a time and material basis in accordance with Section IV-8(B), "Change Order Pricing", provided, however, that the County reserves the right to furnish such materials required as it seems expedient, and the Contractor shall have no claim for payment or profit on the cost of such materials.

When work is performed by force account, in addition to the actual cost of labor as set forth in Section IV-8(B), "Change Order Pricing", the County will reimburse the Contractor for compensation insurance payments; contributions made to the State as required by the provisions of the Unemployment Reserve Act, Chapter 352, Statutes of 1935, as amended; and for taxes paid to the Federal Government as required by the Social Securities Act approved August 14, 1935, as amended. The applicable mark up as set forth in Section IV-8(B), "Change Order Pricing" in addition to the actual cost of all material, labor, and rented equipment, as provided, shall include full allowance to the Contractor for overhead and profit on the force account work and full compensation to the Contractor for premiums paid on any other insurance of any nature which the Contractor may be required to carry or which he may elect to carry; and for additional premiums paid on faithful performance and payment bonds required by reason of the increases in the amount of work to be performed over and above that called for in the original contract.

All force account work shall be adjusted daily upon Time and Materials (T&M) report sheets, furnished to the Engineer by the Contractor and signed by both parties, which daily reports shall thereafter be considered the true record of force account work done. Submit completed T&M forms at the end of each work shift. Forms must include a description of work completed; equipment used including make, model and serial number;

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rental invoices, quantities and types of materials used; and names and classifications of personnel.

If force account work is done on the contract the Contractor shall furnish to the Engineer three (3) copies of a certificate from the insurance company showing the compensation insurance rates to be charged on the various classes of work to assist in verification of the Contractor's charges for extra work and force account.

[END OF GENERAL CONDITIONS]

March, 2022

RIVERVIEW SPECIAL CONDITIONS

**COUNTY OF SAN BENITO  
RESOURCE MANAGEMENT AGENCY  
PUBLIC WORKS DIVISION**

**COUNTY PROJECT NO. PWB-2201**

**RIVERVIEW REGIONAL PARK PARKING LOT**



**PART I – BID PROPOSAL**

BID PROPOSAL FORMS

FORM OF AGREEMENT FOR PUBLIC IMPROVEMENTS

**PART II – GENERAL CONDITIONS**

**PART III – SPECIAL PROVISIONS**

**SPECIAL CONDITIONS**

TECHNICAL SPECIFICATIONS

**PART IV – PROJECT PLANS**

APPROVED AS TO LEGAL FORM:

**BARBARA J. THOMPSON  
SAN BENITO COUNTY COUNSEL**

By: Shirley L. Murphy  
Shirley L. Murphy, Deputy County Counsel

Date: March 2, 2022

APPROVED FOR USE IN INVITATION TO BID:

**COUNTY OF SAN BENITO  
BOARD OF SUPERVISORS**

By: \_\_\_\_\_  
Bea Gonzales, CHAIR

Date: \_\_\_\_\_.

March, 2022

**BOARD OF SUPERVISORS  
COUNTY OF SAN BENITO**

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**COUNTY PROJECT NO. PWB-2201**

**RIVERVIEW REGIONAL PARK PARKING LOT**

**AT**

**RIVER PARKWAY AND WEST STREET IN HOLLISTER, CALIFORNIA**

**IN**

**COUNTY OF SAN BENITO**

**2301 Technology Parkway, Hollister, CA 95023**

**(831) 636-4170**

**SPECIAL CONDITIONS  
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**RIVERVIEW REGIONAL PARK PARKING LOT**  
**COUNTY PROJECT NO. PWB-2201**

**SPECIAL CONDITIONS**

1) **Location**

- a) The work is located at River Parkway, County of San Benito, California

2) **Order of Work**

- a) For projects that require a Storm Water Pollution Prevention Plan (SWPPP), do not start job site activities until the SWPPP has received a favorable review by Engineer.
- b) Review with Engineer the County's results of special-status species surveys before starting earth-disturbing activity.
- c) Obtain authorization for Traffic Control System

3) **Beginning of Work and Time of Completion**

- a) The Contractor shall begin work within 30 calendar days after the contract has been approved by the attorney appointed and authorized to represent the County of San Benito.
- b) This work shall be diligently prosecuted to completion before the expiration of 75 WORKING DAYS beginning on the fifteenth calendar day after approval of the contract.

4) **Liquidated Damages**

- a) In the event the work called for under the contract is not finished or completed within the specified number of working days, the Contractor shall pay the County the sum of \$3600 per calendar day's delay for each and every working day in excess of the number of working days prescribed. Attention is directed to Section VIII-15, "Liquidated Damages" of the General Conditions.

5) **Programming of Work/Special Staged Work Requirements**

- a) Submit a project schedule under Section VIII-18 of the General Conditions. Do not start work before your schedule is authorized.
- b) Contractor shall be responsible to provide an area to place all materials, equipment, etc. during the course of construction. The Contractor shall hold the County harmless should any claims or thefts occur during the duration of construction.

6) **Submittals**

- a) Make project submittals under Section V-8 of the General Conditions.
- b) Submit traffic control system plan at pre-construction conference.
- c) Submit Quality Control Program at pre-construction conference.

- 7) **Working Hours**
- a) Perform work during the regular working hours of 7:00 A.M. to 5:00 P.M. and regular working days are from Monday to Saturday.
  - b) Requests for additional working hours must be submitted in writing at least 5 days in advance. City reserves the right to authorize or reject the request.
- 8) **Contractor's Safety Program, Public Safety and Convenience**
- a) The Contractor shall comply with the provisions in Section 7-1.04, "Public Safety," of the State Standard Specifications.
  - b) Safety Plan - The Contractor shall submit a copy of the Contractor's Safety Plan within 10 working days from the Notice of Award.
- 9) **Existing Facilities**
- a) Comply with Sections 5-1.36, "Property and Facility Preservation," of the State Standard Specifications and the following special provisions.
  - b) Contractor shall make any necessary notifications and arrangements with affected utility companies/owners, property owners involved for protection to adjacent structures during any operations.
  - c) Attention is directed to Section VII-15, "Preservation of Property" of the General Conditions.
  - d) Bidders are instructed to apply to utility owners and County departments concerned for any information which may be needed concerning utilities.
  - e) At least forty-eight (48) hours prior to trenching or installing signage, the Contractor shall contact Underground Service Alert (811) as required by Government Code Sections 4216 and 4217.
  - f) The Contractor is instructed to apply in writing to the County and utility companies notifying these agencies of Contractor's intended date to begin construction. The measures will not relieve the Contractor of the ultimate responsibility to locate underground facilities, and use due caution during all phases of the work to avoid damaging underground utilities.
  - g) Contractor shall notify affected utility companies two working days in advance of work to be performed within 2 feet or closer to high priority facilities. High priority facilities are defined as any facilities conducting the following materials, whether encased or not:
    - i. Natural gas pipelines greater than 6 inches in diameter, or with normal operating pressures greater than 60 psig
    - ii. Petroleum pipelines
    - iii. Pressurized sanitary sewer pipelines
    - iv. High-voltage electric supply lines, conductors, or cables that have a potential to ground of greater than or equal to 60 kV

- v. Hazardous materials pipelines that are potentially harmful to workers or the public if damaged

10) **Storage Area & Contractor's Field Office**

- a) The Contractor is responsible for paying for a trailer, acquiring temporary power, providing sanitary facilities for personnel, and for restoring all the disrupted conditions to the pre-construction condition, including all the equipment. No cost will be borne by the County.
- b) The County does not provide area for Contractor's use. Submit your plan for equipment staging at the pre-construction conference.

11) **Public Notification**

- a) Contractor shall notify the public and all residences within 200 feet of the project limits by hand-delivered notice two weeks and again two working days before operations that may directly affect them (e.g., road closures or utility outage).
- b) Submit notice text and distribution limits to the Engineer for approval one week prior to distribution. Associated costs shall be included in the price bid for mobilization.

12) **Preconstruction Conference**

- a) A pre-construction conference will be held as soon as possible after award of contract and at least ten (10) working days before the start of the Work.
- b) The conference must be attended by the Contractor's Superintendent, knowledgeable subcontractors, and staff from the County of San Benito, who shall notify the Contractor of the time and place of the pre-construction conference.

13) **Contractor's Use of Site**

- a) Confine operations at job site to areas permitted by contract documents, permits, ordinances, and laws. Obtain right of entry and submit a copy to Engineer before entering private property.
- b) Personal vehicles of your employees must not be parked within construction zone. Vehicles within construction zone must bear its owners logo and phone number.

14) **Pre-Construction Video and Construction Photographs**

- a) The Contractor shall take a pre-construction video and submit an electronic copy to Engineer before starting work. Contractor may use such video as evidence to prove existing conditions within the project limits if there is any dispute whether the existing facility was damaged by the construction operation. If such evidence cannot be provided, the Contractor shall repair the damage at no additional cost to City whether or not the damage was caused by the Contractor.
- b) The Contractor shall take photographs during construction and submit electronic copies to Engineer.

15) **Maintaining Traffic**

- a) Attention is directed to Sections VII--12, "Public Convenience," and VII-13, "Public Safety," of the General Conditions and Section 12, "Temporary Traffic Control," of the Special Provisions.
- b) Nothing in these Special Conditions shall be construed as relieving the Contractor from their responsibility as provided in said Section VII-13, "Public Safety."

16) **Self-Performance Requirement**

- a) Perform work equaling at least 50% of the value of the original total Bid with your own employees and with equipment you own or rent, with or without operators.
- b) Noncompliance with the minimum percentage of work self-performed must be corrected within 5 working days. 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.

17) **Additional Applicable State Specification Sections**

- a) Section 1-1.01 of the State Standard Specifications applies to this contract.
- b) Applicable specification sections for each Bid item are shown in section 1-1.01 of the technical specifications.

18) **City-furnished Materials**

- a) Add to the beginning of section 6-1.02, "Department Furnished Materials" of the State Standard Specifications:

*"You must furnish replacement plants. The City does not pay you for the replacement plants."*

19) **Mobilization**

- a) Mobilization must comply with section 9, "Payment," of the State Standard Specifications.

20) **COVID-19 Requirements**

- a) Contractor's Safety Plan submitted under General Conditions Section IV.2.A must include Contractor's plan for compliance with the County's and the Cal/.OSHA and Statewide Industry Guidance on COVID-19. If the County and State guidance conflict, follow the most stringent guidance.

21) **Local Materials**

- a) Add to section 6-1.03 of the State Standard Specifications:

**6-1.03B Submittals**

**6-1.03B(1) General**

*Not Used*

**6-1.03B(2) Work Plan**

*For local material, such as rock, gravel, earth, structure backfill, pervious backfill, imported borrow, and culvert bedding, obtained from a (1) noncommercial source, or (2) source not regulated under*

California jurisdiction, submit a local material plan for each material at least 60 days before placing the material. The local material plan must include:

1. Certification signed by you and an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

*I am aware local material from a noncommercial source or a source not regulated under CA jurisdiction must be sampled and analyzed for pH and lead and may require sampling and analysis under section 6-1.03B(3) for other constituents of concern based on the land use history. I am aware that local material sources must not contain ADL at concentrations greater than 80 mg/kg total lead or equal to or greater than 5 mg/L soluble lead as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II. I am aware that a maximum quantity of material may be excavated at the site based on the minimum number of samples taken before excavating at the site under section 6-1.03B(3).*

2. Land use history of the local material location and surrounding property
3. Sampling protocol
4. Number of samples per volume of local material
5. QA and QC requirements and procedures
6. Qualifications of sampling personnel
7. Stockpile history
8. Name and address of the analytical laboratory that will perform the chemical analyses
9. Analyses that will be performed for lead and pH
10. Other analyses that will be performed for possible hazardous constituents based on:
  - 10.1. Source property history
  - 10.2. Land use adjacent to source property
  - 10.3. Constituents of concern in the ground water basin where the job site is located

The plan must be sealed and signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State.

If the plan requires revisions, the Engineer provides comments. Submit a revised plan within 7 days of receiving comments. Allow 7 days for the review.

#### **6-1.03B(3) Analytical Test Results**

At least 15 days before placing local material, submit analytical test results for each local material obtained from a noncommercial source or a material source not regulated under CA jurisdiction. The analytical test results must include:

1. Certification signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

*The analytical testing described in the local material plan has been performed. I performed a statistical analysis of the test results of the analytical testing described in the local material plan using the US EPA's ProUCL software with the applicable 95 percent upper confidence limit. I certify that the material from the local material source is suitable for unrestricted use at the job site and the material has met the following criteria:*

1. Has a pH above 5.0,
2. Does not contain soluble lead in concentrations equal to or greater than 5 mg/l as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II,
3. Does not contain lead in concentrations above 80 mg/kg total lead,

4. *Is not contaminated with the other constituents of concern identified in the local material plan in average concentration (95% upper confidence limit) in excess of these constituents' respective San Francisco Bay RWQCB commercial/industrial environmental screening levels ESLs, except for arsenic, and*
5. *Does not exceed the maximum allowed concentration limit table listed in Section 6-1.03B(4).*

2. *Chain of custody of samples*
3. *Analytical results no older than 1 year*
4. *Statistical analysis of the data using US EPA's ProUCL software with a 95 percent upper confidence limit*
5. *Comparison of sample results and 95 percent upper confidence limits to hazardous waste concentration thresholds and the applicable San Francisco Bay RWQCB environmental screening levels (ESLs) given in direct exposure human health risk levels (Table S-1), commercial/industrial: Shallow soil exposure, under Summary of Soil ESLs tables (2019 Rev 2). The Summary of Soil ESLs tables (2019 Rev 2) can be obtained by sending an email to [ESLs.ESLs@waterboards.ca.gov](mailto:ESLs.ESLs@waterboards.ca.gov) with "Request for ESL Documents" in the subject line.*

**6-1.03B(4) Sample and Analysis**

*Sample and analyze local material from a noncommercial source or a source not regulated under CA jurisdiction:*

1. *Before bringing the local material to the job site*
2. *As described in the local material plan*
3. *Under US EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846)*

*The sample collection must be designed to generate a data set representative of the entire volume of proposed local material.*

*Before excavating at a noncommercial material source or a source not regulated under CA jurisdiction, collect the minimum number of samples, and perform the minimum number of analytical tests for the corresponding maximum volume of local material as shown in the following table:*

**Minimum Number of Samples and Analytical Tests for Local Material**

Maximum volume of imported borrow (cu yd)	Minimum number of samples and analytical tests
< 5,000	8
5,000–10,000	12 for the first 5,000 cu yd plus 1 for each additional 1,000 cu yd or portion thereof
10,000–20,000	17 for the first 10,000 cu yd plus 1 for each additional 2,500 cu yd or portion thereof
20,000-40,000	21 for the first 20,000 cu yd plus 1 for each additional 5,000 cu yd or portion thereof
40,000–80,000	25 for the first 40,000 cu yd plus 1 for each additional 10,000 cu yd or portion thereof
> 80,000	29 for the first 80,000 cu yd plus 1 for each additional 20,000 cu yd or portion thereof

*Do not collect composite samples or mix individual samples to form a composite sample. Statistically analyze the samples' laboratory results using the US EPA's ProUCL software to define 95 percent upper confidence limit for the various contaminants of concern. All chemical analysis must be performed by a laboratory certified by the SWRCB's Environmental Laboratory Accreditation Program (ELAP).*

The analytical test results must demonstrate that the local material:

1. Is not a hazardous waste
2. Has a pH above 5.0
3. Has an average total lead concentration, based upon the 95 percent upper confidence limit, at or below 80 mg/kg
4. Is not contaminated with local material plan-identified constituents of concern at average concentrations (95% upper confidence limits) in excess of their respective commercial/industrial San Francisco Bay RWQCB environmental screening levels ESLs, except for arsenic.
5. Does not contain any of the following compounds, chemicals, or elements at an estimated average concentration (95% upper confidence limit) above the maximum allowed concentration defined in the following table:

Compound/Chemical	Maximum allowed concentration (mg/kg)
Arsenic	11
Barium	1500
Benzene	1
Beryllium	10
Cadmium	10
Chromium (total)	1000
Cobalt	100
Diesel	150
Ethylbenzene	10
Gasoline	500
Mercury	10
Motor oil	500
Nickel	150
Selenium	10
Toluene	10
Trichloroethene	1
Vanadium	200
Xylenes	10
Zinc	600

**6-1.03C Local Material Management**

*Do not place local material until authorized.*

*If the Engineer determines the appearance, odor, or texture of any delivered local material suggests possible contamination, sample and analyze the material. The sampling and analysis is change order work unless (1) hazardous waste is discovered or (2) the analytical test results indicate the material does not comply with section 6-1.03B(3).*

*Dispose of noncompliant local material at an appropriately permitted CA Class I, CA Class II or CA Class III facility. You are the generator of noncompliant local materials.*

*(end insertion into standard specification 6-1.03)*

22) **Quality Control**

- a) Submit your Quality Control Program prepared under State Standard Specification 6-2.02B at the pre-construction conference. Quality Control Program must include quality control for all work.
- b) Qualification documentation for samplers, testers and inspectors must include a statement of capability for each specified test.

- c) Assign an individual as Quality Representative to manage the implementation of the Quality Control Program. Submit the proposed Quality Representative's resume at the pre-construction conference for acceptance. The Quality Representative must:
  - i) Have appropriate education and training
  - ii) Have a minimum of 5 years of experience in managing and implementing quality control programs for similar construction projects.
- d) The Quality Representative must be on site when work is underway.
- e) Do not replace the Quality Representative unless authorized.

**COUNTY OF SAN BENITO  
RESOURCE MANAGEMENT AGENCY  
PUBLIC WORKS DIVISION**

**COUNTY PROJECT NO. PWB-2201**

**RIVERVIEW REGIONAL PARK PARKING LOT PROJECT**



**PART III – TECHNICAL SPECIFICATIONS**

**Under State of California Department of Transportation  
Standard Specifications Dated 2018 and  
Revised Standard Specifications dated April 16, 2021**

Prepared by Sarro Associates, Inc.  
January 2022

The special provisions contained herein for the Riverview Regional Park Parking Lot have been prepared by or under the direction of the following Registered Persons.

**CIVIL**

*Suzanne Sarro*

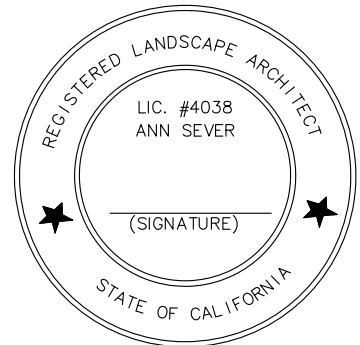
REGISTERED CIVIL ENGINEER



**LANDSCAPING**

*Ann Sever*

LICENSED LANDSCAPE ARCHITECT



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The sign panels must be framed, single-sheet aluminum panels complying with section 82-2.

The background on the sign must be Type II retroreflective sheeting. The Type II retroreflective sheeting must be on the Authorized Material List for signing and delineation materials.

The legend must be retroreflective except for nonreflective black letters and numerals. The blue must match PR color no. 3 on FHWA's Color Tolerance Chart. The orange must match PR color no. 6 on FHWA's Color Tolerance Chart.

Legend for the type of project must read as follows:

RIVER PARKWAY PROJECT

Legend for the types of funding on a construction project funding sign must read and be in the order as follows:

COUNTY TRANSPORTATION FUNDS

Legend for the year of completion on a construction project funding sign must read as follows:

YEAR OF COMPLETION 2022

**Add to the top of section 12-4.02A(3)(a):**

At the pre-construction conference, submit:

1. A traffic maintenance plan showing deployment of traffic control devices, haul routes, and detour routes.
2. A schedule of values for traffic control system items.

Show pedestrian and bicycle passage on traffic control plan.

**Add to the end of section 12-4.02C(1):**

Keep the full width of the traveled way open to traffic when no active construction activities are occurring in the traveled way or within 6 feet of the traveled way and on:

1. Friday after 3:00 p.m.
2. Saturday
3. Sunday
4. Designated holidays
5. Special days

**Add to the end of section 12-4.02C(3)(a):**

If work vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane at River Parkway, close the shoulder area with fluorescent-orange traffic cones or portable delineators. Place the cones or delineators on a taper in advance of the parked vehicles or equipment and along the edge of the traveled way at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. Use at least 9 cones or delineators for the taper. Place advance warning signs as specified in section 12-4.02C(8).

Keep a minimum of 1 paved traffic lane at least 10 feet wide open for traffic in each direction of travel.





AA

## **19 EARTHWORK**

### **Replace the 2nd, 3rd, and 4th paragraphs of section 19-2.03B with:**

Dispose of surplus material. Ensure enough material is available to complete the embankments before disposing of it.

### **Add to section 19-5.01:**

Compact soil at a moisture content one or two percentage points above the optimum moisture content.

### **Replace the paragraph one in section 19-5.03B with:**

Compact earthwork to a relative compaction of at least 95 percent for at least a depth of 8 inches below subgrade for the Class 2 aggregate base section behind the food truck pad, HMA pavement area, and areas receiving concrete sections.

Moisten subgrade soils as required to maintain soil moisture content near optimum.

### **Add to the paragraph in section 19-5.03C:**

Under porous flexible pavement section, compact earth to a relative compaction of at least 88 percent but not more than 92 percent for a depth of at least 1 foot below the subgrade::

### **Add to section 19-5.03D:**

Keep excavation for trash enclosure pad moist to prevent formation of desiccation cracks before concrete is placed.

### **Add to section 19-6.03A:**

Scarify to 8 inches, moisture condition, and recompact as specified native soil proposed to receive fill.

### **Add to section 19-6.03C:**

Scarify and cross-scarify to 8 inches the depressions resulting from removals. Backfill with approved material and compact.

### **Replace Reserved section 19-8 with:**

## **19-8 PARKING LOT EXCAVATION**

### **19-8.01 GENERAL**

Section 19-8 includes specifications for performing parking lot excavation.

Parking lot excavation consists of all excavation involved in the grading and construction of the parking lot, driveway, concrete pads, slabs, and concrete ADA ramp, except for excavation for post footings and trench excavation below structural sections.

Parking lot excavation includes:

1. Parking lot grading
2. Subgrade preparation
3. Excavating and stockpiling the selected material
4. Removing the stockpiled material and placing it in its final position
5. Disposing of surplus material

### **19-8.02 MATERIALS**

Not used

### **19-8.03 CONSTRUCTION**

Perform parking lot excavation under section 19-2.

Moisten subgrade that will receive base material to maintain the soil moisture content at or above optimum. Prevent desiccation cracks.

#### **19-8.04 PAYMENT**

The payment quantity for parking lot excavation is the volume of parking lot excavation material, including volume of material involved in embankment construction.

The volume of material for parking lot excavation is determined from the average end areas and the distances between them.

If changed conditions or nature of a particular operation make determining the quantities of parking lot excavation based on average end areas impractical, the payment quantity is the volume determined using a method best suited to obtain an accurate quantity.

The volume of material removed from a stockpile is determined from measurements of the stockpile before removal.

### **Replace reserved section 19-11 with: 19-11 POROUS FLEXIBLE PAVING SYSTEM**

#### **19-11.01 GENERAL**

##### **19-11.01A SUMMARY**

Section 19-11 includes specifications for placing porous flexible paving grid system.

Porous flexible paving system includes No. 57 stone base, filter fabric, polyethylene pavement units, and open-graded aggregate fill.

##### **19-11.01B SUBMITTALS**

Submit grid manufacturer's data.

Submit shop drawings including layout pattern, anchoring, and parking stall delineation.

Submit qualifications of the installers assigned to the installation crew.

Submit certificate of compliance for grid.

Submit grid manufacturer's maintenance instructions.

##### **19-11.01C QUALITY ASSURANCE**

Grid manufacturer must have at least five years of experience manufacturing grid product.

Porous flexible paving grid system installers must have satisfactory record of performance of specialized work similar in material, size, and quality to the work of this section.

The experienced workers must be onsite and actively working with and guiding the placement crew during porous flexible paving grid system installation.

Polyethylene porous pavement grid units must come from one source.

Conduct a pre-installation meeting to discuss the scope of porous paving work and review installation requirements. The pre-installation meeting must be attended by all parties involved in the installation of the porous pavement system.

##### **19-11.01D WARRANTY**

Manufacturer must warrant porous pavement units that it ships to be free from defects in materials and workmanship at the time of manufacture. The manufacturer's exclusive liability under this warranty or otherwise must be to furnish without charge to the original f.o.b. point a replacement for any unit which proves to be defective under normal use and service during the 10-year period which begins on the date of shipment.

## **19-11.02 MATERIALS**

### **19-11.02A POLYETHYLENE GRID**

Polyethylene grid must be

Polyethylene grid material must be:

1. up to 100 percent recycled polyethylene.
2. ranging in color from dark shades of gray to black.
3. uniform in color throughout all units in pallet.
4. 100 percent inert; ground water neutral

Performance properties of polyethylene grid must be as follows:

1. 100 percent permeable
2. AASHTO H20-rated

Use connectors and accessories designed for use with the polyethylene grid and recommended by the manufacturer.

### **19-11.02B PERMEABLE BASE**

Permeable base must be AASHTO No. 57 stone.

AASHTO No. 57 stone must comply with the gradation requirements in the following table:

**AASHTO No. 57 Stone  
Gradation Requirements**

Sieve size	Percentage passing
1-1/2"	100
1"	95-100
1/2"	25-60
No. 4	0-10
No. 8	0-5

### **19-11.02C GRAVEL GRID FILL**

Use gravel grid fill recommended by grid manufacturer. If manufacturer has no recommendation, gravel fill for grid must be clean angular rock 5/8-inch in diameter.

### **19-11.02D FILTER FABRIC**

Filter fabric must be Class A.

### **19-11.02E PARKING STALL MARKER**

Parking stall markers must be UV-stabilized H20-rated buttons compatible with grid product.

## **19-11.03 CONSTRUCTION**

### **19-11.03A General**

Complete adjacent hard-surface paving work before installing porous flexible paving grid system.

### **19-11.03B Filter Fabric**

Place filter fabric as follows:

1. Ensure the subgrade complies with the compaction and elevation tolerance specified for the material involved before placing the filter fabric on the subgrade.
2. Handle and place filter fabric under the manufacturer's instructions.
3. Align and place the fabric without wrinkles.
4. Overlap or stitch adjacent borders of the fabric from 12 to 18 inches. The preceding roll must overlap the following roll in the direction the No. 57; stone is being spread or must be stitched. If the fabric is joined by stitching, the fabric must be stitched with yarn of a contrasting color. The size and composition of the yarn must be as recommended by the fabric's manufacturer. There must be 5 to 7 stitches per inch of seam.



**Add to section 20-2.01A(1):**

Comply with the irrigation specifications shown on the irrigation plans. For irrigation work not specified on the plans, the standard specifications as modified by these special provisions apply.

A reference to a specific brand or trade name establishes a quality standard and is not intended to limit competition. You may use a product that is equal to or better than the specified brand or trade name if authorized.

Irrigation work includes establishing electrical power to controller from existing well meter. Make electrical power connection under section 87.

**Add to section 20-2.01A(3):**

**20-2.01A(3)(c) Schedule of Values**

Submit a schedule of values for irrigation system lump sum bid item within 15 days of contract approval.

**Replace section 20-2.01D with:**

The lump sum payment for irrigation system includes payment for all the work shown on irrigation plans and specified in section 20-2, except for 8-inch PVC irrigation sleeve.

**Replace section 20-2.07B(5) with:**

**20-2.07B(5) PVC Irrigation Sleeve**

Irrigation sleeve must be 8" PVC SDR 35 plastic pipe.

**Add to section 20-3.01A(1):**

Comply with the planting specifications shown on the planting plans. For planting work not specified on the plans, the standard specifications as modified by these special provisions apply.

**Add before paragraph one in section 20-3.01A(3)(a):**

Submit a schedule of values for planting lump sum bid item within 15 days of contract approval.

**Replace section 20-3.02D with:**

The lump sum payment for planting includes payment for all the work shown on planting plans and specified in section 20-3.

Payment for gravel mulch is included in payment for planting.

**Add to section 20-3.01C(5):**

The Contract will not be accepted unless plants including transplanted trees have been satisfactorily maintained for at least 30 days after planting.

**Replace section 20-5.05 with:**

**20-5.05 SITE FURNISHINGS**

**20-5.05A(1) General**

Section 20-5.05 includes specifications for installing site furnishings.

Site furnishings include trash and recycling receptacles and mini dog waste stations.

Perform site furnishings earthwork under section 19.

**20-5.05B Materials**

**20-5.05B(1) Trash/Recycling Receptacle**

Trash/recycling receptacle is County-furnished.

Transport trash/recycling receptacle from County's Southside yard at 3220 Southside Yard, Hollister.

Concrete for the pad must be minor concrete except the cementitious material content of the concrete must be at least 463 lb/cu yd.





### **39-4.01E Quality Assurance**

#### **39-4.01E(1) General**

Quality Assurance as used in Section 39-4 is composed of Contractor Quality Control, Independent Assurance, Dispute Resolution, Personnel Qualification, and Laboratory Qualification.

#### **39-4.01E(2) Laboratories**

Laboratories testing aggregate and HMA-LG qualities used to prepare the mix design and JMF, and Independent Third Party laboratories performing dispute resolution testing, must be qualified under the AASHTO re:source program and the Caltrans Independent Assurance Program. A list of qualified laboratories are shown in the Caltrans Statewide Independent Assurance Database:

<https://sia.dot.ca.gov/index.php>

#### **39-4.01E(3) Hot Mix Asphalt Plants**

Before production, the HMA-LG plant must have a current qualification under the Caltrans' Material Plant Quality Program, or utilize weighing and metering devices that comply with California Test 109 as certified by a State of California Department of Food and Agriculture, Division of Measurement Standards, Registered Service Agency. A listing of registered service agencies is available at the following:

<https://www.cdffa.ca.gov/dms/programs/rsa/rsalistings/rsaListings.html>

#### **39-4.01E(4) Test Methods**

Wherever reference is made to the following test methods, the year of publication for these test methods is as shown in the following table:

Test method	Year of publication
AASHTO M 17	2019
AASHTO M 323	2013
AASHTO R 30	2019
AASHTO R 59	2019
AASHTO T 27	2020
AASHTO T 49	2019
AASHTO T 59	2013
AASHTO T 96	2019
AASHTO T 164	2018
AASHTO T 176	2008
AASHTO T 209	2020
AASHTO T 269	2018
AASHTO T 275	2007 (2012)
AASHTO T 304	2020
AASHTO T 305	2018
AASHTO T 308	2010
AASHTO T 312	2014
AASHTO T 313	2012 (2016)
AASHTO T 315	2012 (2016)
AASHTO T 329	2019
AASHTO T 335	2020
ASTM D36/D36M	2020
ASTM D92	2012b
ASTM D217	2010
ASTM D297	2019
ASTM D445	2014
ASTM D1856	2009 (Reapproved 2015)
ASTM D2007	2011
ASTM D2074	2007 (Reapproved 2013)
ASTM D2995	1999 (Reapproved 2009)
ASTM D4791	2010
ASTM D5095	2013
ASTM D5329	2009
ASTM D7741/D7741M	2011
Asphalt Institute MS-2	7th edition (2015)
California Test 125	December 2, 2019
California Test 204	June 1, 2010
California Test 375	February 1, 2012
California Test 384	June 1, 2015
California Test 389	2020

Take samples in accordance with California Test 125.

### **39-4.01F Quality Control**

#### **39-4.01F(1) General**

The Contractor is responsible for Quality Control. Quality Control activities are required in various sections of Section 39-4.

#### **39-4.01F(2) Quality Control Plan**

At least 5 business days prior to the pre-paving meeting, submit a QC plan for HMA-LG. The QC plan must describe the organization and procedures for:

1. Controlling HMA-LG quality characteristics
2. Taking samples, including sampling locations

3. Establishing, implementing, and maintaining QC
4. Determining when corrective actions are needed
5. Implementing corrective actions
6. Using methods and materials for backfilling core locations

The QC plan must address the elements affecting HMA-LG quality, including:

1. Aggregates
2. Asphalt binder
3. Additives
4. Production
5. Paving

The QC plan must include aggregate QC sampling and testing during lime treatment.

Allow 5 business days for review of the QC plan.

If you change QC procedures, personnel, or sample testing locations, submit a QC plan supplement before implementing the proposed change. Allow 3 business days for review of the QC plan supplement.

### **39-4.01G Dispute Resolution**

You and the Engineer must work together to avoid potential conflicts and to resolve disputes regarding test result discrepancies. You and the Engineer may request witness testing and sharing of test data worksheets. Notify the Engineer within 3 business days of receiving a test result if you dispute the test result.

An independent third party performs referee testing. The independent third party must have no prior direct involvement with this Contract. By mutual agreement, the independent third party is chosen from among laboratories not currently employed by you or your HMA-LG producer.

The Agency is responsible for securing and maintaining split samples. If the Agency's portion of the split acceptance samples are not available, the independent third-party samples and uses any available material agreed on by you and the Engineer as representing the disputed HMA for evaluation. When addressing disputes related to density, use cores or density gauges correlated to cores from the work.

The results of the tests performed by the independent third party shall prevail. If the independent third party determines the Engineer's test results are valid, the Engineer deducts the independent third party's testing costs from payments. If the independent third party determines your test results are valid, the Engineer pays the independent third party's testing costs.

### **39-4.02 MATERIALS**

#### **39-4.02A Aggregates**

##### **39-4.02A(1)General**

Aggregates must be clean and free from deleterious substances.

##### **39-4.02A(2) Quality**

Before the addition of asphalt binder and lime treatment (if required), the aggregates must comply with the requirements shown in the following table:

**Aggregate Quality - Level 3 (Traffic Index 10.5 to 13.5)**

Quality Characteristic	Test Method	Requirement
Percent of crushed particles:		
Coarse aggregate (min, %)		
One-fractured face	AASHTO T 335	95
Two-fractured faces		90
Fine aggregate (min, %)		
(Passing No. 4 sieve and retained on No. 8 sieve.)		
One-fractured face		70
Los Angeles Rattler (max, %)		
Loss at 100 Rev.	AASHTO T 96	12
Loss at 500 Rev.		40
Sand equivalent (min) <sup>a</sup>	AASHTO T 176	47
Flat and elongated particles (max, % by weight at 5:1)	ASTM D4791	10
Fine aggregate angularity (min, %) <sup>b</sup>	AASHTO T 304, Method A	45

<sup>a</sup>The reported value must be the average of 3 tests from a single sample. Use of a sand reading indicator is required as shown in AASHTO T 176, Figure 1. Sections 4.7, "Manual Shaker," 7.1.2, "Alternate Method No. 2," and 8.4.3, "Hand Method," do not apply. Prepare the stock solution as specified in section 4.8.1, "Stock solution with formaldehyde," except omit the addition of formaldehyde.

<sup>b</sup>The Engineer waives this specification if the Type A HMA contains 10 percent or less of non-manufactured sand by weight of total aggregate, except if your JMF fails verification.

**39-4.02A(3) Gradations**

The aggregate gradations HMA-LG must comply with the requirements shown in the following table:

<b>Aggregate Gradation Requirements</b>	
HMA-LG pavement thickness shown	Gradation
0.10 foot to less than 0.125 foot	3/8 inch
0.125 to less than 0.20 foot	1/2 inch
0.20 foot and greater	3/4 inch

Aggregate gradation must be within the Target Value (TV) limits for the specified sieve size shown in the following tables:

### Aggregate Gradations for HMA-LG

#### 3/4 inch

Sieve size	Target value limit	Allowable tolerance
1"	100	--
3/4"	90-100	TV ± 5
1/2"	<90	TV ± 6
No. 8	23-49	TV ± 5
No. 30	10-24	TV ± 4
No. 200	2.0-8.0	TV ± 2.0

#### 1/2 inch

Sieve size	Target value limit	Allowable tolerance
3/4"	100	--
1/2"	90-100	TV ± 5
3/8"	<90	TV ± 5
No. 8	28-58	TV ± 5
No. 30	13-30	TV ± 4
No. 200	2.0-10.0	TV ± 2.0

#### 3/8 inch

Sieve size	Target value limit	Allowable tolerance
1/2"	100	--
3/8"	90-100	TV ± 5
No. 4	<90	TV ± 5
No. 8	32-67	TV ± 5
No. 30	15-35	TV ± 5
No. 200	2.0-10.0	TV ± 2.0

#### **39-4.02A(4) Lime Treatments**

If aggregate lime treatment is required as specified in Section 39-4.03B(3), the virgin aggregate must comply with the aggregate quality specifications specified in Section 39-4.02A(2).

Lime for treating aggregate must comply with section 24-2.02 of the Caltrans Standard Specifications.

Water for lime treatment of aggregate with lime slurry must comply with section 24-1.02B of the Caltrans Standard Specifications.

#### **39-4.02B Reclaimed Asphalt Pavement**

Provide enough space at your plant for complying with all RAP handling requirements.

Provide a clean, graded base, well drained area for stockpiles.

If RAP is from multiple sources, blend the RAP thoroughly and completely before fractionating.

For RAP substitution of 15 percent of the aggregate blend or less, fractionation is not required.

For RAP substitution greater than 15 percent of the aggregate blend, fractionate RAP stockpiles into 2 sizes, a coarse fraction RAP retained on 3/8-inch sieve and a fine fraction RAP passing 3/8-inch sieve.

The RAP fractionation must comply with the requirements shown in the following table:

### RAP Stockpile Fractionation Gradation Requirements

Size	Test method	Requirement
Coarse (% passing the 1-inch sieve)	California Test 202 <sup>a</sup>	100
Fine (% passing the 3/8-inch sieve)	California Test 202 <sup>a</sup>	98–100

<sup>a</sup>Maximum mechanical shaking time is 10 minutes.

You may use the coarse fractionated stockpile, the fine fractionated stockpile, or a combination of the coarse and fine fractionated stockpiles.

Isolate the processed RAP stockpiles from other materials. Store processed RAP in conical or longitudinal stockpiles. Processed RAP must not be agglomerated or be allowed to congeal in large stockpiles.

#### 39-4.02C Asphalt Binder

Asphalt binder must comply with section 92 of the Caltrans Standard Specifications.

The grade of asphalt binder for HMA-LG must be PG 64-10.

#### 39-4.02D Liquid Antistrip

Liquid antistrip total amine value must be a minimum of 325 when tested in accordance with ASTM D2074.

Non-volatile content of organosaline-based liquid antistrip must be 40 percent minimum when tested under ASTM D5095. Dosage for organosaline-based liquid antistrip must be from 0.05 to 0.15 percent by weight of asphalt.

Use only 1 liquid antistrip type or brand at a time. Do not mix liquid antistrip types or brands.

Store and mix liquid antistrip under the manufacturer's instructions.

#### 39-4.02E Tack Coat

Tack coat must comply with the specifications for asphaltic emulsion or asphalt binder in the Caltrans Standard Specifications. Choose the type and grade of emulsion or binder.

### 39-4.03 MIX DESIGNS

#### 39-4.03A General

The HMA mix design must comply with the Superpave HMA mix design as described in *Asphalt Institute publication MS-2, "Asphalt Mix Design Methods", 7<sup>th</sup> Edition*.

The Contractor Hot Mix Asphalt Design Data form must show documentation on aggregate quality.

The HMA mix design must comply with AASHTO R 35 except:

1. Notes 3 and 10 do not apply

#### 39-4.03B Requirements

##### 39-4.03B(1) General

The mix design for HMA-LG must comply with the requirements shown in the following tables for the specified Level:

**Level 3 (Traffic Index 10.5 to 13.5)**

Quality Characteristic	Test Method	Requirement
Air voids content (%)	AASHTO T 269 <sup>a</sup>	N <sub>initial</sub> > 8.0 N <sub>design</sub> = 4.0 N <sub>max</sub> > 2.0
Gyrations compaction (no. of gyrations)	AASHTO T 312	N <sub>initial</sub> = 8 N <sub>design</sub> = 85.0 N <sub>max</sub> = 130
Voids in mineral aggregate (min, %) <sup>b</sup>  Gradation:  3/8-inch 1/2-inch 3/4-inch	MS-2 Asphalt Mixture Volumetrics	15.5–18.5 14.5–17.5 13.5–16.5
Dust proportion	MS-2 Asphalt Mixture Volumetrics	0.6–1.3
Hamburg wheel track (min number of passes at 0.5-inch rut depth) Binder grade: PG 58 PG 64 PG 70 PG 76 or higher	California Test 389 <sup>c</sup>	10,000 15,000 20,000 25,000

<sup>a</sup>Calculate the air voids content of each specimen using AASHTO T 275, Method A, to determine bulk specific gravity. Use AASHTO T 209, Method A, to determine theoretical maximum specific gravity. Use a digital manometer and pycnometer when performing AASHTO T 209.

<sup>b</sup>Measure bulk specific gravity using AASHTO T 275, Method A.

<sup>c</sup>Test plant-produced HMA-LG.

**39-4.03B(2) Reclaimed Asphalt Pavement**

For HMA-LG mixtures using RAP, the maximum allowed binder replacement is 25.0 percent. The binder replacement is calculated as a percentage of the approved JMF target asphalt binder content.

For RAP substitution of 15 percent or less, the grade of the virgin binder must be the specified grade of asphalt binder for HMA-LG.

For RAP substitution greater than 15 percent and not exceeding 25 percent use one of the following criteria:

- The grade of the virgin binder must be the specified grade of asphalt binder for HMA-LG with the upper and lower temperature classification reduced by 6 degrees C.
- The grade of the virgin binder as identified using a blending chart.

Hamburg wheel track requirements are based on the grade of asphalt binder specified for HMA-LG.

**39-4.03B(3) Treatments**

If the proposed JMF indicates that the aggregate is being treated with dry lime or lime slurry with marination, or the HMA-LG with liquid antistrip, then testing the mix with untreated aggregate in accordance with California Test 389 is not required.

If HMA-LG treatment is required or being used by the Contractor, determine the plasticity index of the aggregate blend in accordance with California Test 204.

Do not use an aggregate blend with a plasticity index greater than 10.

If the plasticity index is from 4 to 10, treat the aggregate blend with dry lime with marination or lime slurry with marination.

If the plasticity index is less than 4, treat the aggregate blend with dry lime or lime slurry with marination, or treat the HMA-LG with liquid antistrip.

Liquid antistrip must be from 0.25 to 1.0 percent by weight of asphalt binder. Do not use liquid antistrip as a substitute for asphalt binder.

#### **39-4.03B(4) Warm Mix Asphalt Technology**

For HMA-LG with WMA additive technology, produce HMA mix samples for your mix design using your methodology for inclusion of WMA admixture in laboratory-produced HMA. Cure the mix samples in a forced-air draft oven at 275 degrees F for 4 hours  $\pm$  10 minutes.

For WMA water injection foam technology, the use of foamed asphalt for mix design is not required

#### **39-4.03C Job Mix Formulas**

##### **39-4.03C(1) General**

The JMF must be based on the Superpave HMA mix design as described in *Asphalt Institute publication MS-2, "Asphalt Mix Design Methods", 7<sup>th</sup> Edition* as modified herein.

##### **39-4.03C(2) Submittals**

##### **39-4.03C(2)(a) General**

Submit your proposed JMF for each Level of HMA-LG to be used. The JMF must be submitted on Pages 1 and 2 of Caltrans form CEM-3511, Contractor Job Mix Formula Proposal.

<https://dot.ca.gov/programs/construction/forms>

If requested, submit the following additional information:

1. Mix design documentation on Caltrans form CEM-3512, Contractor Hot Mix Asphalt Design Data, dated within 24 months of the submittal date.
2. JMF verification on Caltrans form CEM-3513, Contractor Hot Mix Asphalt Verification, and the Contractor Hot Mix Asphalt Design Data form that was submitted for the JMF verification, if applicable.

The Caltrans Contractor Hot Mix Asphalt Design Data form must identify the AASHTO re:source accredited lab responsible for the mix design and show documentation on aggregate quality.

Submit a new JMF if you change any of the following:

1. Target asphalt binder percentage greater than  $\pm$  0.2 percent
2. Asphalt binder supplier
3. Combined aggregate gradation
4. Aggregate sources
5. Liquid antistrip producer or dosage
6. Average binder content in a new processed RAP stockpile by more than  $\pm$  2.00 percent from the average RAP binder content reported on page 4 of your Contractor Hot Mix Asphalt Design Data form
7. Any material in the JMF, except lime supplier and source

Allow the Engineer 5 business days from a complete JMF submittal for document review of the design data (if submitted) and the JMF. The Engineer notifies you if the proposed JMF submittal is accepted.

##### **39-4.03C(2)(b) Liquid Antistrip Treatment**

If liquid antistrip treatment is used, submit the following with your proposed JMF submittal:

1. Certificate of Compliance for each liquid antistripping shipment. On each Certificate of Compliance, include:
  - 1.1. Your signature and printed name
  - 1.2. Shipment number
  - 1.3. Material type
  - 1.4. Material specific gravity
  - 1.5. Manufacturer
  - 1.6. Consignee
  - 1.7. Destination
  - 1.8. Quantity
  - 1.9. Contact or purchase order number
  - 1.10. Shipment date
  
2. Proposed proportions for the liquid antistripping

**39-4.03C(2)(c) Lime Treatment**

If aggregate lime treatment is used, submit the following with your proposed JMF submittal and each time you produce lime treated aggregate:

1. Exact lime proportions for fine and coarse virgin aggregates
2. If marination is required, the averaged aggregate quality test results within 24 hours of sampling
3. For dry lime aggregate treatment, a treatment data log from the dry lime and aggregate proportioning device in the following order:
  - 3.1. Treatment date
  - 3.2. Time of day the data is captured
  - 3.3. Aggregate size being treated
  - 3.4. HMA type and mix aggregate size
  - 3.5. Wet aggregate flow rate collected directly from the aggregate weigh belt
  - 3.6. Aggregate moisture content, expressed as a percentage of the dry aggregate weight
  - 3.7. Flow rate of dry aggregate calculated from the flow rate of wet aggregate
  - 3.8. Dry lime flow rate
  - 3.9. Lime ratio from the authorized JMF for each aggregate size being treated
  - 3.10. Lime ratio from the authorized JMF for the combined aggregates
  - 3.11. Actual lime ratio calculated from the aggregate weigh belt output, aggregate moisture input, and dry lime meter output, expressed as a percentage of the dry aggregate weight
  - 3.12. Calculated difference between the authorized lime ratio and the actual lime ratio
  
4. For lime slurry aggregate treatment, a treatment data log from the slurry proportioning device in the following order:
  - 4.1. Treatment date
  - 4.2. Time of day the data is captured
  - 4.3. Aggregate size being treated
  - 4.4. Wet aggregate flow rate collected directly from the aggregate weigh belt
  - 4.5. Moisture content of the aggregate just before treatment, expressed as a percentage of the dry aggregate weight
  - 4.6. Dry aggregate flow rate calculated from the wet aggregate flow rate
  - 4.7. Lime slurry flow rate measured by the slurry meter
  - 4.8. Dry lime flow rate calculated from the slurry meter output
  - 4.9. Authorized lime ratio for each aggregate size being treated
  - 4.10. Actual lime ratio calculated from the aggregate weigh belt and slurry meter output, expressed as a percentage of the dry aggregate weight
  - 4.11. Calculated difference between the authorized lime ratio and actual lime ratio
  - 4.12. Dry lime and water proportions at the slurry treatment time

### **39-4.03C(2)(d) Warm Mix Asphalt Technology**

If a WMA technology is used, submit the following with your proposed JMF submittal:

1. SDS for the WMA technology
2. For water injection foam technology:
  - 2.1. Name of technology
  - 2.2. Proposed foaming water content
  - 2.3. Proposed HMA-LG production temperature range
  - 2.4. Certification from binder supplier stating no antifoaming agent is used
3. For additive technology:
  - 3.1. Name of technology
  - 3.2. Percent admixture by weight of binder and percent admixture by total weight of HMA-LG as recommended by the manufacturer
  - 3.3. Methodology for inclusion of admixture in laboratory-produced HMA-LG
  - 3.4. Proposed HMA-LG production temperature range

### **39-4.03C(3) Verification**

The Agency may verify the JMF. Verification will be performed by the Agency or the Agency will retain a laboratory qualified under the AASHTO resource program and the Caltrans Independent Assurance Program to perform the verification. Either of the aforementioned are hereinafter referred to as "Agency Lab." The cost of verification is paid by the Agency. You perform the sampling at your own expense as follows:

The production set point at the plant must be within  $\pm 0.2$  from the asphalt binder percentage TV shown in your Contractor Job Mix Formula Proposal form. Notify the Engineer at least 2 business days before sampling materials. Samples may be taken from a different project including a non-Agency project if you make arrangements for the Engineer to be present during sampling.

In the Engineer's and Agency Lab's presence and from the same production run, take samples of:

1. Aggregates. Coarse, fine, and supplemental fine aggregates must be taken from the combined cold-feed belt or the hot bins. If lime treatment is required, samples must be taken from individual stockpiles before lime treatment. Samples must be at least 120 pounds for each coarse aggregate, 80 pounds for each fine aggregate, and 10 pounds for each type of supplemental fine aggregate. For hot-bin samples, the Department combines these aggregate samples to verify the TV submitted on a Contractor Job Mix Formula Proposal form.
2. Asphalt binder. Take at least two 1-quart samples. Each sample must be in a cylindrical-shaped can with an open top and friction lid. If the asphalt binder is modified or rubberized, the asphalt binder must be sampled with the components blended in the proportions to be used.
3. RAP. Samples must be at least 50 pounds from each fractionated stockpile used or 100 pounds from the belt.
4. Plant-produced HMA-LG. The HMA-LG samples must be at least 250 pounds.

For aggregate, RAP, and HMA-LG, split the samples into at least 4 parts and label their containers. Submit 3 parts and keep 1 part.

After acceptance of the JMF submittal, the Agency verifies each proposed JMF within 20 days of receiving all verification samples.

For JMF verification, the Agency Lab tests the following for compliance with the specifications:

1. Aggregate quality
2. Aggregate gradation
3. HMA quality characteristics for Agency acceptance

To verify the HMA-LG for air voids, voids in mineral aggregate, and dust proportion, the Agency Lab uses an average of 3 briquettes. The Agency Lab tests plant-produced material.

If the Agency Lab verifies the JMF, the Engineer furnishes you a Hot Mix Asphalt Verification form.

You may submit an adjusted aggregate gradation TV on a Contractor Job Mix Formula Proposal form before verification testing. Aggregate gradation TV must be within the TV limits specified.

If the Agency Lab test results on plant-produced samples do not show compliance with the specifications, the Engineer notifies you. Submit a JMF adjusted after verification failure based on your testing unless the Engineer authorizes reverification without adjustments. The adjusted JMF must include a new Contractor Job Mix Formula Proposal form, Contractor Hot Mix Asphalt Design Data form, and the results of the failed verification testing. Engineer-authorized reverification without adjustment is not JMF adjusted after verification failure. A JMF adjusted after verification failure may include a change in:

1. Asphalt binder content TV up to  $\pm 0.20$  percent from the OBC value submitted on the Contractor Hot Mix Asphalt Design Data form
2. Aggregate gradation TV within the TV limits specified in the aggregate gradation table

You may adjust the JMF only once due to a failed verification test.

For each HMA-LG level and aggregate size specified, the Agency Lab verifies up to 2 proposed JMF submittals including a JMF adjusted after verification failure. Do not resubmit any of the 2 proposed submittals including a JMF adjusted after verification failure that failed verification on any other Agency projects.

A verified JMF is valid for 24 months.

In lieu of Agency-performed verification testing, the Agency may accept the results of verification testing performed by another City or County within 24 months for the same HMA-LG Level, aggregate size and source, and asphalt binder.

#### **39-4.03C(4) Authorization**

You may start HMA production if:

1. The Engineer's review of the JMF shows compliance with the specifications.
2. Verification is required, the JMF has been verified within 24 months before HMA-LG production.
3. The Agency performs verification testing; the Engineer authorizes the verified JMF.
4. The Contractor QC plan has been reviewed and approved.

#### **39-4.03C(5)Renewal**

The JMF must be verified for renewal from samples taken from the plant to be used. The laboratory who performs the verification must be qualified under the AASHTO re:source program and the Caltrans Independent Assurance Program. You pay the cost of the JMF renewal.

You may request a JMF renewal by submitting:

1. Proposed JMF on a Contractor Job Mix Formula Proposal form
2. Previously verified JMF documented on a Caltrans Hot Mix Asphalt Verification form dated within 24 months
3. Mix design documentation on a Contractor Hot Mix Asphalt Design Data form used for the previously verified JMF

For a JMF renewal and upon request, in the Engineer's presence and from the same production run, take samples of:

1. Aggregates. Coarse, fine, and supplemental fine aggregates must be taken from the combined cold-feed belt or the hot bins. If lime treatment is required, samples must be taken from individual

stockpiles before lime treatment. Samples must be at least 120 pounds for each coarse aggregate, 80 pounds for each fine aggregate, and 10 pounds for each type of supplemental fines. For hot-bin samples, the Agency combines these aggregate samples to verify the TV submitted on a Contractor Job Mix Formula Proposal form.

2. Asphalt binder. Take at least two 1-quart samples. Each sample must be in a cylindrical-shaped can with an open top and friction lid. If the asphalt binder is modified or rubberized, the asphalt binder must be sampled with the components blended in the proportions to be used.
3. RAP. Samples must be at least 50 pounds from each fractionated stockpile.
4. Plant-produced HMA-LG. The HMA-LG samples must be at least 250 pounds.

Notify the Engineer at least 2 business days before sampling materials. For aggregate, RAP, and HMA-LG, split samples into at least 4 parts. Submit 3 parts and use 1 part for your testing.

Allow the Agency 5 business days from a complete JMF reverification submittal for document review of the aggregate qualities, mix design, and JMF.

The most recent aggregate quality test results within the past 12 months may be used for verification of JMF renewal.

The Agency may verify the JMF for renewal, at its own expense, in accordance with Section 39-4.03C(3) except:

1. The Engineer keeps the samples until you provide test results for your part on a Contractor Job Mix Formula Renewal form.
2. The Agency Lab tests samples of materials obtained from the HMA-LG production until after you submit test results that comply with the mix design specifications.
3. After completion of the JMF verification renewal document review, the Agency Lab verifies each proposed JMF within 20 days of receiving the verification renewal samples and the complete Contractor Job Mix Formula Renewal form.
4. You may not adjust the JMF due to a failed verification.

The Engineer furnishes you an HMA-LG Verification form.

The HMA-LG Verification form is valid for 24 months.

### **39-4.03C(6)Modification**

For an authorized JMF, submit a modified JMF if you change any of the following:

1. Asphalt binder supplier
2. Liquid antistrip producer
3. Liquid antistrip dosage

You may change any of the above items only once during the Contract.

The Agency may authorize a JMF modification based upon review or require verification. The laboratory who prepares the JMF modification and, if requested, verification, must be qualified under the AASHTO re:source program and the Caltrans Independent Assurance Program. You pay the cost of the modified JMF verification.

Submit your modified JMF request at least 15 days before production. Each modified JMF submittal must include:

1. Proposed modified JMF on Contractor Job Mix Formula Proposal form, marked *Modified*.
2. Mix design records on Contractor Hot Mix Asphalt Design Data form for the authorized JMF to be modified.
3. JMF verification on Hot Mix Asphalt Verification form for the authorized JMF to be modified.
4. Test results for the modified JMF in compliance with the mix design specifications. Perform tests at the mix design OBC as shown on the Contractor Asphalt Mix Design Data form.

With an accepted modified JMF submittal, the Agency Lab verifies each modified JMF within 10 days of receiving all verification samples.

The Agency Lab verifies the modified JMF after the modified JMF HMA-LG is placed and verification samples are taken within the first 750 tons. The ITP tests verification samples for compliance with:

1. Hamburg wheel track mix design specifications
2. Air void content
3. Voids in mineral aggregate on plant-produced HMA mix design specifications
4. Dust proportion mix design specifications

The Agency Lab may test for moisture susceptibility for compliance with the mix design specifications.

If the modified JMF is verified, the Engineer revises your Hot Mix Asphalt Verification form to include the new asphalt binder source, new liquid antistriper producer, or new liquid antistriper dosage. Your revised form will have the same expiration date as the original form.

### **39-4.04 Production**

#### **39-4.04A General**

Do not start HMA-LG production before authorization of the JMF.

Weighing and metering devices used for the production of HMA-LG modified with additives must comply with the Caltrans Material Plant Quality Program (MPQP):

<https://dot.ca.gov/programs/construction/material-plant-quality-program>

or

[comply with California Test 109 as certified by](#) a State of California Department of Food and Agriculture, Division of Measurement Standards, Registered Service Agency. A listing of registered service agencies is available at the following:

<https://www.cdffa.ca.gov/dms/programs/rsa/rsalistings/rsaListings.html>

If a loss-in-weight meter is used for dry HMA-LG additive, the meter must have an automatic and integral material delivery control system for the refill cycle.

Calibrate the loss-in-weight meter by:

1. Including at least 1 complete system refill cycle during each calibration test run
2. Operating the device in a normal run mode for 10 minutes immediately before starting the calibration process
3. Isolating the scale system within the loss-in-weight feeder from surrounding vibration
4. Checking the scale system within the loss-in-weight feeder for accuracy before and after the calibration process and daily during mix production
5. Using a minimum 15 minute or minimum 250-pound test run size for a dry ingredient delivery rate of less than 1 ton per hour.
6. Complying with the limits of Table B, "Conveyor Scale Testing Extremes," in the Caltrans' MPQP.

Proportion aggregate by hot or cold-feed control.

Asphalt binder temperature must be from 275 to 375 degrees F when mixed with aggregate.

Mix HMA-LG ingredients into a homogeneous mixture of coated aggregates.

HMA-LG must be produced at the temperatures shown in the following table:

### HMA-LG Production Temperatures

HMA compaction	Temperature (°F)
HMA-LG	
Density based	≤ 325
HMA-LG with WMA technology	
Density based	240–325

If RAP is used, the asphalt plant must automatically adjust the virgin asphalt binder to account for RAP percentage and RAP binder.

During production, you may adjust hot- or cold-feed proportion controls for virgin aggregate and RAP. For RAP substitution of 15 percent or less, RAP must be within  $\pm 5$  of RAP percentage shown in your Contractor Job Mix Formula Proposal form without exceeding 15 percent. For RAP substitution of greater than 15 percent, RAP must be within  $\pm 5$  of RAP percentage shown in your Contractor Job Mix Formula Proposal form without exceeding 25 percent.

#### 39-4.04B Aggregate Lime Treatments

##### 39-4.04B(1) General

Notify the Engineer at least 24 hours before the start of aggregate treatment.

Do not treat RAP.

The lime ratio is the pounds of dry lime per 100 pounds of dry virgin aggregate expressed as a percentage. Water content of slurry or untreated aggregate must not affect the lime ratio.

Coarse and fine aggregate fractions must have the lime ratio ranges shown in the following table:

Aggregate fractions	Lime ratio percent
Coarse	0.4–1.0
Fine	1.5–2.0
Combined	0.8–1.5

The lime ratio for fine and coarse aggregate must be within  $\pm 0.2$  percent of the lime ratio in the accepted JMF. The lime ratio must be within  $\pm 0.2$  percent of the authorized lime ratio when you combine the individual aggregate sizes in the JMF proportions. The lime ratio must be determined before the addition of RAP.

If marination is required, marinate treated aggregate in stockpiles from 24 hours to 60 days before using in HMA. Do not use aggregate marinated longer than 60 days.

Treated aggregate must not have lime balls or clods.

##### 39-4.04B(2) Dry Lime

If marination is required:

1. Treat and marinate coarse and fine aggregates separately
2. Treat the aggregate and stockpile for marination only once
3. Treat the aggregate separately from HMA-LG production

Proportion dry lime by weight with an automatic continuous proportioning system.

If you use a batch-type proportioning system for HMA-LG production, control proportioning in compliance with the specifications for continuous mixing plants. Use a separate dry lime aggregate treatment system for HMA-LG batch mixing including:

1. Pugmill mixer
2. Controller
3. Weigh belt for the lime
4. Weigh belt for the aggregate

If a continuous mixing plant for HMA-LG production without lime-marinated aggregates is used, use a controller that measures the blended aggregate weight after any additional water is added to the mixture. The controller must determine the quantity of lime added to the aggregate from the aggregate weigh belt input in connection with the manually input total aggregate moisture, the manually input target lime content, and the lime proportioning system output. Use a continuous aggregate weigh belt and pugmill mixer for lime treatment in addition to the weigh belt for the aggregate proportioning to asphalt binder in the HMA plant. If you use a water meter for moisture control for lime treatment, the meter must comply with Caltrans' MPQP manual.

When mixing dry lime with aggregate, the aggregate moisture content must ensure complete lime coating. The aggregate moisture content must not cause aggregate to be lost between the point of weighing the combined aggregate continuous stream and the dryer. Add water to the aggregate for mixing and coating before dry lime addition. Immediately before mixing lime with aggregate, water must not visibly separate from the aggregate.

Mix aggregate, water, and dry lime with a continuous pugmill mixer with twin shafts. Immediately before mixing lime with aggregate, water must not visibly separate from the aggregate. Store dry lime in a uniform and free-flowing condition. Introduce dry lime to the pugmill in a continuous process. The introduction must occur after the aggregate cold feed and before the point of proportioning across a weigh belt and the aggregate dryer. Prevent loss of dry lime.

The pugmill must be equipped with paddles arranged to provide sufficient mixing action and mixture movement. The pugmill must produce a homogeneous mixture of uniformly coated aggregates at mixer discharge.

If the aggregate treatment process is stopped longer than 1 hour, clean the equipment of partially treated aggregate and lime.

Aggregate must be completely treated before introduction into the mixing drum.

#### **39-4.04B(3) Lime Slurry**

For lime slurry aggregate treatment, treat aggregate separate from HMA-LG production. Stockpile and marinate the aggregate.

Proportion lime and water with a continuous or batch mixing system.

Add lime to the aggregate as slurry consisting of mixed dry lime and water at a ratio of 1-part lime to from 2 to 3 parts water by weight. The slurry must completely coat the aggregate.

Immediately before mixing lime slurry with the aggregate, water must not visibly separate from the aggregate.

Proportion lime slurry and aggregate by weight in a continuous process.

#### **39-4.04C Warm Mix Asphalt Technology**

Proportion all ingredients by weight. The HMA-LG plant process controller must be the sole source of ingredient proportioning control and be fully interfaced with all scales and meters used in the production process. The addition of the HMA additive must be controlled by the plant process controller.

Liquid ingredient additive, including a normally dry ingredient made liquid, must be proportioned with a mass flow meter at continuous mixing plants. Use a mass flow meter or a container scale to proportion liquid additives at batch mixing plants.

Continuous mixing plants using HMA-LG additives must comply with the following:

1. Dry ingredient additives for continuous production must be proportioned with a conveyor scale or a loss-in-weight meter.
2. HMA-LG plant process controller and ingredient measuring systems must be capable of varying all ingredient-feed rates proportionate with the dry aggregate delivery at all production rates and rate changes.
3. Liquid HMA-LG additive must enter the production stream with the binder. Dry HMA-LG additive must enter the production stream at or before the mixing area.
4. If dry HMA-LG additives are used at continuous mixing HMA-LG plants, bag-house dust systems must return all captured material to the mix. This requirement is waived for lime-treated aggregates.
5. HMA-LG additive must be proportioned to within  $\pm 0.3$  percent of the target additive rate.

Batch mixing plants using HMA-LG additives must comply with the following:

1. If a container scale is used, weigh additive before combining with asphalt binder. Keep the container scale separate from other ingredient proportioning. The container scale capacity must be no more than twice the volume of the maximum additive batch size. The container scale's graduations must be smaller than the proportioning tolerance or 0.001 times the container scale capacity.
2. Dry HMA-LG additive proportioning devices must be separate from metering devices for the aggregates and asphalt binder. Proportion dry HMA-LG additive directly into the pugmill, or place in an intermediate holding vessel to be added to the pugmill at the appropriate time in the batch cycle. Dry ingredients for batch production must be proportioned with a hopper scale.
3. Zero tolerance for the HMA-LG additive batch scale is  $\pm 0.5$  percent of the target additive weight. The indicated HMA-LG additive batch scale weight may vary from the preselected weight setting by up to  $\pm 1.0$  percent of the target additive weight.

#### **39-4.04D Production Start-Up Evaluation**

Not used.

#### **39-4.04E Quality Control**

##### **39-4.04E(1) General**

QC test results must comply with the specifications for Agency acceptance.

Condition each at-the-plant sample of HMA-LG mixture when composite aggregate absorption factor is greater than 2.0 percent as indicated by the JMF in compliance with sections 7.1.2, 7.1.3, and 7.1.4 of AASHTO R 30.

Prepare 3 briquettes for air voids content and voids in mineral aggregate determination. Report the average of 3 tests. If 2 consecutive material QC test results or any 3 material QC test results for 1 day's production do not comply with the specifications:

1. Stop HMA-LG production
2. Notify the Engineer
3. Take corrective action
4. Demonstrate compliance with the specifications before resuming production and placement

For QC tests performed under AASHTO T 27, results are considered 1 QC test regardless of number of sieves out of compliance.

Do not resume production and placement until the Engineer authorizes your corrective action proposal.

##### **39-4.04E(2) Aggregate**

##### **39-4.04E(2)(a) General**

Test the quality characteristics of aggregates under the test methods and frequencies shown in the following table:

### Aggregate Testing Frequencies

Quality characteristic	Test method	Minimum testing frequency
Gradation <sup>a</sup>	AASHTO T 27	1 per 750 tons and any remaining part
Sand equivalent <sup>b, c</sup>	AASHTO T 176	
Moisture content <sup>d</sup>	AASHTO T 255	
Crushed particles	AASHTO T 335	Levels 1: 1 per 10,000 tons or 1 per project whichever is greater
Los Angeles Rattler	AASHTO T 96	
Flat and elongated particles	ASTM D4791	Levels 2 and 3: 1 per 10,000 tons or 2 per project whichever is greater
Fine aggregate angularity <sup>e</sup>	AASHTO T 304 Method A	

<sup>a</sup>If RAP is used, test the combined aggregate gradation under California Test 384.

<sup>b</sup>Reported value must be the average of 3 tests from a single sample.

<sup>c</sup>Use of a sand reading indicator is required as shown in AASHTO T 176, Figure 1. Sections 4.7, "Manual Shaker," 7.1.2, "Alternate Method No. 2," and 8.4.3, "Hand Method," do not apply. Prepare the stock solution as specified in section 4.8.1, "Stock solution with formaldehyde," except omit the addition of formaldehyde.

<sup>d</sup>Test at continuous mixing plants only. If RAP is used, test the RAP moisture content at continuous mixing plant and batch mixing plant.

<sup>e</sup>Waived if 10% or less non-manufactured sand.

For lime treated aggregate, test aggregate before treatment and test for gradation and moisture content during HMA-LG production.

#### 39-4.04E(2)(b) Gradations

Aggregate gradation must be determined before the addition of asphalt binder and must include supplemental fine aggregates. Test for aggregate gradation under AASHTO T 27. Do not wash the coarse aggregate. Wash the fine aggregate only. Use a mechanical sieve shaker. Aggregate shaking time must not exceed 10 minutes for each coarse and fine aggregate portion.

Choose a TV within the TV limits shown in the tables titled "Aggregate Gradations."

Gradations are based on nominal maximum aggregate size.

#### 39-4.04E(2)(c) Lime Treatments

If aggregate lime treatment is used, submit the following with your proposed JMF submittal and each time you produce lime-treated aggregate:

1. Exact lime proportions for fine and coarse virgin aggregates
2. If marination is required, the averaged aggregate quality test results within 24 hours of sampling
3. For dry lime aggregate treatment, a treatment data log from the dry lime and aggregate proportioning device in the following order:
  - 3.1. Treatment date
  - 3.2. Time of day the data is captured
  - 3.3. Aggregate size being treated
  - 3.4. HMA type and mix aggregate size
  - 3.5. Wet aggregate flow rate collected directly from the aggregate weigh belt
  - 3.6. Aggregate moisture content, expressed as a percentage of the dry aggregate weight
  - 3.7. Flow rate of dry aggregate calculated from the flow rate of wet aggregate
  - 3.8. Dry lime flow rate
  - 3.9. Lime ratio from the authorized JMF for each aggregate size being treated
  - 3.10. Lime ratio from the authorized JMF for the combined aggregates
  - 3.11. Actual lime ratio calculated from the aggregate weigh belt output, aggregate moisture input, and dry lime meter output, expressed as a percentage of the dry aggregate weight
  - 3.12. Calculated difference between the authorized lime ratio and the actual lime ratio
4. For lime slurry aggregate treatment, a treatment data log from the slurry proportioning device in the following order:

- 4.1. Treatment date
- 4.2. Time of day the data is captured
- 4.3. Aggregate size being treated
- 4.4. Wet aggregate flow rate collected directly from the aggregate weigh belt
- 4.5. Moisture content of the aggregate just before treatment, expressed as a percentage of the dry aggregate weight
- 4.6. Dry aggregate flow rate calculated from the wet aggregate flow rate
- 4.7. Lime slurry flow rate measured by the slurry meter
- 4.8. Dry lime flow rate calculated from the slurry meter output
- 4.9. Authorized lime ratio for each aggregate size being treated
- 4.10. Actual lime ratio calculated from the aggregate weigh belt and slurry meter output, expressed as a percentage of the dry aggregate weight
- 4.11. Calculated difference between the authorized lime ratio and actual lime ratio
- 4.12. Dry lime and water proportions at the slurry treatment time

Each day during lime treatment, submit the treatment data log on electronic media in tab delimited format on a removable CD-ROM storage disk. Each continuous treatment data set must be a separate record using a line feed carriage return to present the specified data on 1 line. The reported data must include data titles at least once per report.

If lime treatment is required, sample coarse and fine aggregates from individual stockpiles before lime treatment. Combine aggregate in the JMF proportions. Test the aggregates under the test methods and frequencies shown in the following table:

**Aggregate Quality Control During Lime Treatment**

Quality characteristic	Test method	Minimum sampling and testing frequency
Sand equivalent <sup>a, b</sup>	AASHTO T 176	1 per 750 tons of untreated aggregate
Percent of crushed particles	AASHTO T 335	Levels 1: 1 per 10,000 tons or 1 per project whichever is greater  Levels 2 and 3: 1 per 10,000 tons or 2 per project whichever is greater
Los Angeles Rattler	AASHTO T 96	
Fine aggregate angularity	AASHTO T 304, Method A	
Flat and elongated particles	ASTM D4791	

<sup>a</sup>Report test results as the average of 3 tests from a single sample.

<sup>b</sup>Use of a sand reading indicator is required as shown in AASHTO T 176, Figure 1. Sections 4.7, "Manual Shaker," 7.1.2, "Alternate Method No. 2," and 8.4.3, "Hand Method," do not apply. Prepare the stock solution as specified in section 4.8.1, "Stock solution with formaldehyde," except omit the addition of formaldehyde.

For lime slurry aggregate treatment, determine the aggregate moisture content at least once every 2 hours of treatment. Calculate moisture content under AASHTO T 255 and report it as a percent of dry aggregate weight. Use the moisture content calculations as a set point for the proportioning process controller.

The device controlling lime and aggregate proportioning must produce a treatment data log. The log must consist of a series of data sets captured at 10-minute intervals throughout daily treatment. The data must be a treatment activity register and not a summation. The material represented by a data set is the quantity produced 5 minutes before and 5 minutes after the capture time. Collected data must be stored by the controller for the duration of the Contract.

If 3 consecutive sets of recorded treatment data indicate a deviation of more than 0.2 percent above or below the lime ratio in the authorized JMF, stop treatment and take corrective action.

If a set of recorded treatment data indicates a deviation of more than 0.4 percent above or below the lime ratio in the authorized JMF, stop treatment and do not use the material represented by that set of data in HMA-LG.

If 20 percent or more of the total daily treatment indicates a deviation of more than 0.2 percent above or below the lime ratio in the authorized JMF, stop treatment and do not use that day's treated aggregate in HMA-LG.

The Engineer may order you to stop aggregate treatment activities for any of following:

1. You fail to submit treatment data log.
2. You fail to submit aggregate QC data for marinated aggregate.
3. You submit incomplete, untimely, or incorrectly formatted data.
4. You do not take corrective actions.
5. You take late or unsuccessful corrective actions.
6. You do not stop treatment when proportioning tolerances are exceeded.
7. You use malfunctioning or failed proportioning devices.

If you stop treatment for noncompliance, notify the Engineer of any corrective actions taken and conduct a successful 20-minute test run before resuming treatment.

### **39-4.04E(3) Reclaimed Asphalt Pavement**

During RAP production sample RAP at a minimum frequency of 1 sample per 1,000 tons with a minimum of 6 samples per stockpile and test for the following:

1. Binder content under AASHTO T308 and T164
2. Aggregate gradation under California Test 384

Sample and test processed RAP at a minimum frequency of 1 sample per 1,000 tons with a minimum of 6 samples per fractionated stockpile. If the fractionated stockpile has not been augmented, the 3 RAP samples taken and tested for mix design can be part of this minimum sample requirement. If a processed RAP stockpile is augmented, sample and test processed RAP quality characteristics at a minimum frequency of 1 sample per 500 tons of augmented RAP.

When tested under AASHTO T 308, the uncorrected binder content of the combined RAP sample must be within  $\pm 2.00$  percent of the average uncorrected asphalt binder content reported on page 4 of your Contractor Hot Mix Asphalt Design Data form. If a new processed RAP stockpile is required, the average uncorrected binder content of the new processed RAP stockpile tested under AASHTO T 308 must be within  $\pm 2.00$  percent of the average uncorrected binder content reported on page 4 of your Contractor Hot Mix Asphalt Design Data form. You must use the same ignition oven (or an oven correlated to the oven) used to determine the uncorrected asphalt binder content reported on page 4 of your Contractor Hot Mix Asphalt Design Data form.

The combined RAP sample when tested under AASHTO T 209 must be within  $\pm 0.06$  of the average maximum specific gravity reported on page 4 of your Caltrans Contractor Hot Mix Asphalt Design Data form.

During HMA-LG production, sample RAP twice daily and perform QC testing for:

1. Aggregate gradation at least once a day under California Test 384
2. Moisture content at least once a day

Submit QC test results for gradation with the combined aggregate gradation within 2 business days of taking RAP samples during HMA-LG production.

### **39-4.04E(4) Liquid Antistrip Treatment**

For each delivery of liquid antistrip to the HMA-LG production plant, submit a 1-pint sample to the Engineer. Submit shipping documents. Label each liquid antistrip sampling container with:

1. Liquid antistrip type
2. Application rate
3. Sample date

#### 4. Contract number

At the end of each day's production shift, submit production data in electronic and printed media. Present data on electronic media in a tab delimited format. Use line feed carriage return with 1 separate record per line for each production data set. Allow enough fields for the specified data. Include data titles at least once per report. For each HMA-LG mixing plant type, submit the following information in the order specified:

1. For batch plant mixing:
  - 1.1. Production date
  - 1.2. Time of batch completion
  - 1.3. Mix size and type
  - 1.4. Each ingredient's weight
  - 1.5. Asphalt binder content as a percentage of the total weight of mix
  - 1.6. Liquid antistriper content as a percentage of the asphalt binder weight
  
2. For continuous mixing plant:
  - 2.1. Production date
  - 2.2. Data capture time
  - 2.3. Mix size and type
  - 2.4. Flow rate of wet aggregate collected directly from the aggregate weigh belt
  - 2.5. Aggregate moisture content as a percentage of the dry aggregate weight
  - 2.6. Flow rate of asphalt binder collected from the asphalt binder meter
  - 2.7. Flow rate of liquid antistriper collected from the liquid antistriper meter
  - 2.8. Asphalt binder content as a percentage of the total weight of mix calculated from:
    - 2.8.1. Aggregate weigh belt output
    - 2.8.2. Aggregate moisture input
    - 2.8.3. Asphalt binder meter output
  - 2.9. Liquid antistriper content as a percentage of the asphalt binder weight calculated from:
    - 2.9.1. Asphalt binder meter output
    - 2.9.2. Liquid antistriper meter output

For continuous mixing or batch-plant mixing, sample asphalt binder before adding liquid antistriper. For continuous mixing, sample the combined asphalt binder and liquid antistriper after the static mixer.

If 3 consecutive sets of recorded production data show that the actual delivered liquid antistriper weight is more than  $\pm 1$  percent of the authorized mix design liquid antistriper weight, stop production and take corrective action.

If a set of recorded production data shows that the actual delivered liquid antistriper weight is more than  $\pm 2$  percent of the authorized mix design liquid antistriper weight, stop production. If the liquid antistriper weight exceeds 1.2 percent of the asphalt binder weight, do not use the HMA-LG represented by that data.

The continuous mixing plant controller proportioning the HMA-LG must produce a production data log. The log must consist of a series of data sets captured at 10-minute intervals throughout daily production. The data must be a production activity register and not a summation. The material represented by the data is the quantity produced 5 minutes before and 5 minutes after the capture time. For the duration of the Contract, the collected data must be stored by the plant controller or a computer's memory at the plant.

The Engineer orders proportioning activities stopped for any of the following reasons:

1. You fail to submit data
2. You submit incomplete, untimely, or incorrectly formatted data
3. You fail to take corrective actions
4. You take late or unsuccessful corrective actions
5. You fail to stop production when proportioning tolerances are exceeded
6. You use malfunctioning or failed proportioning devices

If you stop production, notify the Engineer of any corrective actions taken before resuming.

**39-4.04E(5) Warm Mix Asphalt Technology**

Collect and hold data for the duration of the Contract and submit the electronic media daily. The snapshot of production data must include the following:

1. Production date
2. Production location
3. Time of day the data is captured
4. HMA-LG mix type being produced and target binder rate
5. HMA-LG additive type, brand, and target rate
6. Temperature of the binder and HMA-LG mixture
7. For a continuous mixing plant, the rate of flow of the dry aggregate calculated from the wet aggregate flow rate as determined by the conveyor scale
8. For a continuous mixing plant, the rate of flow of the asphalt meter
9. For a continuous mixing plant, the rate of flow of HMA-LG additive meter
10. For batch plant mixing, actual batch weights of all ingredients
11. Dry aggregate to binder ratio calculated from metered ingredient output
12. Dry aggregate to HMA-LG additive ratio calculated from metered output

At the end of each day's production shift, submit electronic and printed media from the HMA-LG plant process controller. Present data on electronic media in comma-separated values or tab-separated values format. The captured data for the ingredients represented by the production snapshot must have allowances for sufficient fields to satisfy the amount of data required by these specifications and include data titles at least once per report.

**39-4.04E(6) Hot Mix Asphalt Mixtures**

Test the quality characteristics of HMA-LG under the test methods and frequencies shown in the following table:

<b>HMA-LG Production Testing Frequencies</b>		
Quality characteristic	Test method	Minimum testing frequency
Asphalt binder content	AASHTO T 308, Method A	1 per 750 tons and any remaining part
HMA moisture content	AASHTO T 329	1 per 2,500 tons but not less than 1 per paving day
Air voids content	AASHTO T 269	1 per 4,000 tons or 2 every 5 paving days, whichever is greater
Voids in mineral aggregate	MS-2 Asphalt Mixture Volumetrics	1 per 10,000 tons or 2 per project whichever is greater
Dust proportion	MS-2 Asphalt Mixture Volumetrics	

Submit QC test results within 3 business days of a request.

If a tapered notched wedge is used, submit compaction test result values within 24 hours of testing.

**39-4.05 Construction**

**39-4.05A General**

If a WMA technology is used, a technical representative for the WMA technology must attend the preconstruction meeting.

Do not place HMA-LG on wet pavement or frozen surface.

HMA-LG must be free of:

1. Segregation
2. Coarse or fine aggregate pockets

3. Hardened lumps
4. Marks
5. Tearing
6. Irregular texture

If a driveway or a road connection is shown, place additional HMA-LG along the pavement's edge to conform to road connections and driveways. Hand rake, if necessary, and compact the additional HMA to form a smooth conform taper.

### **39-4.05B Equipment**

#### **39-4.05B(1) Spreading Equipment**

Paving equipment for spreading must be:

1. Self-propelled
2. Mechanical
3. Equipped with a screed or strike-off assembly that can distribute HMA-LG the full width of a traffic lane
4. Equipped with a full-width compacting device
5. Equipped with automatic screed controls and sensing devices that control the thickness, longitudinal grade, and transverse screed slope

Install and maintain grade and slope references.

The screed must be heated and produce a uniform HMA-LG surface texture without tearing, shoving, or gouging.

The paver must not leave marks such as ridges and indentations unless you can eliminate them by rolling.

Rollers must be equipped with a system that prevents HMA-LG from sticking to the wheels. You may use a parting agent that does not damage the HMA or impede the bonding of layers.

#### **39-4.05B(2) Material Transfer Vehicle**

If a material transfer vehicle is specified, the material transfer vehicle must have sufficient capacity to prevent stopping the paver and must be capable of:

1. Either receiving HMA-LG directly from trucks or using a windrow pickup head to load it from a windrow deposited on the roadway surface
2. Remixing the HMA-LG with augers before transferring into the paver's receiving hopper or feed system
3. Transferring HMA-LG directly into the paver's receiving hopper or feed system

### **39-4.05C Surface Preparation**

Prepare subgrade to receive HMA-LG under the sections for the material involved. Subgrade must be free of loose and extraneous material.

Before placing HMA-LG, remove loose paving particles, dirt, and other extraneous material by any means.

The full-width of a surface to which tack coat is to be applied shall be cleaned with a self-propelled, truck-mounted sweeper equipped with both power brooms and a vacuum system to remove loose dirt, sand, dust and other objectionable material. The surface to which tack coat is to be applied shall be dry prior to application.

### **39-4.05D Tack Coat**

Prior to applying tack coat, submit calculations for the minimum spray rate required to achieve the minimum residual rate.

Apply a tack coat:

1. To existing pavement including planed surfaces
2. Between HMA layers
3. To vertical surfaces of:
  - 3.1. Curbs
  - 3.2. Gutters
  - 3.3. Construction joints

The surfaces of structures and trees adjacent to the areas being treated shall be protected to prevent their being splashed or damaged.

Equipment for the application of tack coat must comply with section 37-1.03B.

For gore points and other areas not accessible to a truck distributor bar apply by hand spraying.

Close areas receiving tack coat to traffic. Do not allow the tracking of tack coat onto pavement surfaces beyond the job site.

If you use an asphalt binder for tack coat, the asphalt binder temperature must be from 285 to 350 degrees F when applied.

A certificate of compliance for each truckload of emulsion or asphalt binder shall be provided to the Engineer before the application of tack coat starts. The Engineer may obtain and retain samples for testing.

Immediately after cleaning the surface, except if water was used, apply a tack coat in one application at the minimum residual rate shown in the table. If water was used, do not apply a tack coat until immediately after the surface is dry. The distributor truck spray bar shall be pressurized during application and discharge tack coat material in a fan shape (spray cone) from each nozzle. The spray bar shall be set at a height above the existing pavement which results in each interior spray cone overlapping a minimum of twice before coming into contact with the underlying pavement. Streaking or streaked applications will not be accepted.

**Tack Coat Application Rates for HMA-LG**

HMA over:	Minimum residual rates <sup>1</sup> (gallons/square yard)		
	CSS-1/CSS-1h, SS-1/SS-1h and QS-1h/CQS-1h asphaltic emulsion	CRS-1/CRS-2, RS-1/RS-2 and QS-1/CQS-1 asphaltic emulsion	Asphalt binder and PMRS-2/PMCRS-2 and PMRS-2h/PMCRS-2h asphaltic emulsion
New HMA (between layers)	0.02	0.03	0.02
Concrete pavement and existing asphalt concrete surfacing	0.03	0.04	0.03
Cold Milled/Micro-Milled/Cold Planed Pavement	0.05	0.06	0.04

<sup>1</sup>The residual application rate will be verified in accordance with ASTM D2995.

Following the application of tack coat, the surface shall be allowed to cure without being disturbed for period of time necessary to permit setting of the tack coat. Tack coat shall be applied only as far in advance of the placing of the overlying layer as required for that day's operation. Treated surface shall be protected from damage until the succeeding course of pavement is placed.

Apply a tack coat to vertical surfaces with a residual rate that will thoroughly coat the vertical face without running off.

Notify the Engineer if you dilute asphaltic emulsion with water. The weight ratio of added water to asphaltic emulsion must not exceed 1 to 1.

Measure added water either by weight or volume under section 9-1.02 of the Caltrans Standard Specifications or use water meters from water agencies. If you measure water by volume, apply a conversion factor to determine the correct weight.

With each dilution, submit:

1. Weight ratio of water to bituminous material in the original asphaltic emulsion
2. Weight of asphaltic emulsion before diluting
3. Weight of added water
4. Final dilution weight ratio of water to asphaltic emulsion

If authorized, you may change tack coat rates.

Immediately in advance of placing HMA-LG, apply additional tack coat to damaged areas or where loose or extraneous material is removed.

### **39-4.05E Placement**

#### **39-4.05E(1) General**

The Engineer will meet daily with the Contractor on days when paving occurs to ensure the Contractor's operations are continuous and non-stop.

Deliver HMA-LG to the site in a thoroughly mixed condition and spread by a self-propelled asphalt paving machine.

HMA-LG shall not be placed when the air temperature is below 50°F unless using an approved WMA technology.

HMA-LG with WMA water injection technology shall be spread at a mix temperature of not less than 260°F, or not less than 250°F if a WMA additive technology is used.

No placement will be allowed when the roadway is moist, damp or when it is raining. For the purpose of this provision, "raining" means any weather condition that causes the roadway to become moist or damp. In the case of sudden precipitation, all paving work must stop immediately, all HMA-LG on site not yet placed and all HMA-LG in transit from the plant will be rejected and no payment will be allowed.

You may deposit HMA-LG in a windrow and load it in the paver if:

1. Paver is equipped with a hopper that automatically feeds the screed
2. Loading equipment can pick up the windrowed material and deposit it in the paver hopper without damaging base material
3. Activities for depositing, pickup, loading, and paving are continuous

Do not use petroleum products such as kerosene or diesel fuel to release HMA-LG from trucks, spreaders, or compactors.

Where the pavement thickness shown is 0.30 foot or greater, you may place HMA-LG in multiple lifts not less than 0.15 foot each. If placing HMA-LG in multiple lifts:

1. Table in Section 39-4.02A(3) does not apply
2. Aggregate gradation must comply with the requirements shown in the following table:

**Aggregate Gradation Requirements**

HMA-LG lift thickness	Gradation
0.15 to less than 0.20 foot	1/2 inch
0.20 foot to less than 0.25 foot	3/4 inch
0.25 foot or greater	3/4 inch

3. Apply a tack coat before placing a subsequent lift
4. The Engineer evaluates each HMA-LG lift individually for compliance

If the ambient air temperature is below 60 degrees F, cover the loads in trucks with tarpaulins. If the time for HMA-LG discharge to truck at the HMA-LG plant until transfer to paver's hopper is 90 minutes or greater and if the ambient air temperature is below 70 degrees F, cover the loads in trucks with tarpaulins, unless the time from discharging to the truck until transfer to the paver's hopper or the pavement surface is less than 30 minutes. The tarpaulins must completely cover the exposed load until you transfer the mixture to the paver's hopper or the pavement surface.

Spread HMA-LG with WMA at the ambient air and surface temperatures shown in the following table:

**Minimum Ambient Air and Surface Temperatures**

Lift thickness (feet)	Ambient air (°F)		Surface (°F)	
	Unmodified asphalt binder	Modified asphalt binder	Unmodified asphalt binder	Modified asphalt binder
<i>HMA-LG produced with WMA water injection technology</i>				
<0.15	55	50	60	55
≥0.15	45	45	50	50
<i>HMA-LG produced with WMA additive technology</i>				
<0.15	45	45	50	45
≥0.15	40	40	40	40

**39-4.05E(2) Longitudinal Joints**

Longitudinal joints in the top layer must match lane lines. Alternate the longitudinal joint offsets in the lower layers at least 0.5 foot from each side of the lane line. Other longitudinal joint placement patterns are allowed if authorized.

A vertical longitudinal joint of more than 0.15 foot is not allowed at any time between adjacent lanes open to traffic.

For an HMA-LG thickness of 0.15 foot or less, the distance between the ends of the adjacent surfaced lanes at the end of each day's work must not be greater than can be completed in the following day of normal paving.

For an HMA-LG thickness greater than 0.15 foot, you must place HMA-LG on adjacent traveled way lanes or shoulder such that at the end of each work shift the distance between the ends of HMA-LG layers on adjacent lanes is from 5 to 10 feet. Place additional HMA-LG along the transverse edge at each lane's end and along the exposed longitudinal edges between adjacent lanes. Hand rake and compact the additional HMA-LG to form temporary conforms. You may place kraft paper or other authorized release agent under the conform tapers to facilitate the taper removal when paving activities resume.

If placing HMA-LG against the edge of existing pavement, saw cut or grind the pavement straight and vertical along the joint and remove extraneous material.

**39-4.05F Compaction**

Start rolling at the lower edge and progress toward the highest part except when compacting layers which exceed 4 inches in compacted thickness. For layers which exceed 4 inches in compacted thickness, start rolling in the middle of the mat, and advance gradually to both edges. Roll supported edges (edges along concrete curbs and gutters, or headers) before unsupported edges. If approved, you may delay rolling of an unsupported edge if the required density is achieved on the remainder of the mat after the completion of finish rolling.

Complete finish rolling activities before the pavement surface temperature is:

1. Below 150 degrees F for HMA-LG with unmodified binder
2. Below 140 degrees F for HMA-LG with modified binder

Rolling must leave the completed surface compacted and smooth without tearing, cracking, or shoving.

If a vibratory roller is used as a finish roller, turn the vibrator off.

HMA-LG, after the completion of rolling, shall be compacted to not less than 92 percent and not more than 97 percent of the maximum theoretical density (MTD) as determined in accordance with AASHTO T 209.

Do not open new HMA-LG pavement to traffic until its mid depth temperature is below 160 degrees F.

If the surface to be paved is both in sunlight and shade, pavement surface temperatures are taken in the shade.

### **39-4.05G Smoothness**

The HMA-LG pavement top layer must not vary from the lower edge of a 12-foot-long straightedge:

1. More than 0.01 foot when the straight edge is laid parallel with the centerline
2. More than 0.02 foot when the straightedge is laid perpendicular to the centerline and extends from edge to edge of a traffic lane
3. More than 0.02 foot when the straightedge is laid within 24 feet of a pavement conform

### **39-4.05H Quality Control**

#### **39-4.05H(1) HMA-LG Density**

The Contractor is responsible for the quality control process necessary to achieve the required density.

You are fully responsible for achieving the required in-place density both prior to, and after, determination of the theoretical maximum density.

#### **39-4.05H(2) In-Place Density**

The Engineer determines the percent of theoretical maximum density by determining the in-place density by nuclear gauge and dividing by the theoretical maximum density.

The Engineer will determine the field density by a nuclear gauge calibrated from cores you test in accordance with California Test 375. Nuclear gauge asphalt testing devices will be re-correlated whenever there is a change in lift thickness of 1/2 inch or greater, underlying material, materials source, or mix design.

### **39-4.06 Acceptance**

#### **39-4.06A General**

The Agency tests treated aggregate for acceptance before lime treatment except for gradation.

The Engineer takes HMA-LG samples from any of the following locations:

1. Plant
2. Truck
3. Windrow
4. Mat behind the paver

You must assist in collecting Engineer acceptance samples. Sample in the presence of the Engineer. Split the Engineer acceptance samples into at least 4 parts. Engineer retains 3 parts and you keep 1 part.

To obtain workability of the HMA-LG sample for splitting, the Engineer reheats each sample of HMA-LG mixture not more than 2 cycles. Each reheat cycle is performed by placing the loose mixture in a mechanical forced-draft oven for 2 hours or less after the sample reaches 140 degrees F.

The Engineer conditions each at-the-plant sample of HMA-LG mixture when composite aggregate absorption factor is greater than 2.0 percent as indicated by the JMF in compliance with sections 7.1.2,



### Reclaimed Asphalt Pavement Quality

Quality Characteristic	Test Method	Requirement
Uncorrected binder content (% within the average value reported <sup>a</sup> )	AASHTO T 308	± 2.00
Specific gravity (within the average value reported <sup>b</sup> )	AASHTO T 209	± 0.06

<sup>a</sup>Average uncorrected binder content of three ignition oven tests performed at JMF verification. Engineer must use the same ignition oven used to determine the average uncorrected binder content at JMF verification.

<sup>b</sup>Average maximum specific gravity reported on page 4 of Contractor Hot Mix Asphalt Design Data form.

1. In-place HMA-LG quality requirements shown in the following table:

**HMA-LG Acceptance In Place**

Quality Characteristic	Test Method	Requirement
Asphalt binder content (%)	AASHTO T 308 Method A	JMF -0.40, +0.60
HMA-LG moisture content (max, %)	AASHTO T 329	1.00
Air voids content at N <sub>design</sub> (%) <sup>a, b</sup>	AASHTO T 269	3.5 ± 1.5: Level 1 4.0 ± 1.5: Levels 2 & 3
Voids in mineral aggregate on laboratory-produced HMA-LG (min, %) <sup>d</sup> Gradation: No. 4 3/8-inch 1/2-inch 3/4-inch 1-inch with NMAS = 1-inch with NMAS = 3/4-inch	MS-2 Asphalt Mixture Volumetrics	As specified for each Level in Section 39-4.03B(1)
Voids in mineral aggregate on plant-produced HMA-LG (min, %) <sup>a</sup> Gradation: No. 4 3/8-inch 1/2-inch 3/4-inch 1-inch with NMAS = 1-inch with NMAS = 3/4-inch	MS-2 Asphalt Mixture Volumetrics <sup>c</sup>	As specified for each Level in Section 39-4.03B(1)
Dust proportion	MS-2 Asphalt Mixture Volumetrics	0.6–1.3 <sup>g</sup>
Density (% of max theoretical density) <sup>e, f</sup>	California Test 375	92.0–97.0

<sup>a</sup>Prepare 3 briquettes. Report the average of 3 tests.

<sup>b</sup>The Engineer determines the bulk specific gravity of each lab-compacted briquette under AASHTO T 275, Method A, and theoretical maximum specific gravity under AASHTO T 209, Method A.

<sup>c</sup>Determine bulk specific gravity under AASHTO T 275, Method A.

<sup>d</sup>The Engineer determines the laboratory-prepared HMA-LG value for only mix design verification.

<sup>e</sup>The Engineer determines percent of theoretical maximum density under California Test 375 except the Engineer uses:

1. AASHTO T 275 to determine in-place density of each density core for dispute resolution.
2. AASHTO T 209, Method A to determine theoretical maximum density instead of calculating test maximum density.

<sup>f</sup>The Engineer determines theoretical maximum density under AASHTO T 209, Method A, at the frequency specified in California Test 375, part 5, section D.

<sup>g</sup>For lime-treated aggregates, the dust proportion requirement is 0.6–1.5.

**39-4.06B HMA-LG Density**

The project will be divided into lots of 1500 tons. If one day's production is less than 1500 tons that day's production will be a lot. If one day's production is one lot plus an additional amount, the additional work will be included in the last lot of 1500 tons. The Engineer will sample and test each lot prior to acceptance. Testing of lots will be at the Engineer's discretion. If the Engineer does not test the lot it will be accepted.







#### 4. Concrete pad and base

##### **78-7.01B Submittals**

Submit shop drawings for the gate, frame, and posts.

Shop drawings must show:

1. Details for component layout and connections
2. Sequence of shop and field assembly

Submit one CMU sample.

##### **78-7.02 MATERIALS**

###### **78-7.02A General**

Dumpster enclosure materials must be as shown and as specified in this section.

###### **78-7.02B Concrete Masonry Units**

Obtain CMUs of a uniform tan color and texture from a single source and from a single manufacturer. CMUs must be closed-end slumpstone and must have a minimum compressive strength of 1500 psi.

CMUs must comply with ASTM C90 for hollow, load bearing, lightweight or medium weight class units.

###### **78-7.02C Mortar**

Mortar must comply with ASTM C270 except the cement must comply with section 90-1.02B(2).

Aggregate must comply with ASTM C144.

Hydrated lime must comply with ASTM C207, Type S.

Obtain mortar ingredients of a uniform quality, including color, from a single manufacturer for cement and lime and from a single source or producer for each aggregate.

Mortar for laying CMUs must consist by volume of 1 part cement, 0.25 to 0.5 part hydrated lime, and 2.25 to 3 parts mortar sand. Add enough water to make a workable mortar. Accurately measure and thoroughly mix each batch of mortar. Do not retemper mortar more than 1 hour after mixing.

Mortar color must match the CMU. Color pigments must be iron oxides complying with ASTM C979. The dosage must not exceed 10 percent by weight of cement in the mortar.

If authorized, you may use prepackaged mortar materials and mortar containing admixtures complying with ASTM C270.

Packages of mortar materials must bear the manufacturer's name, brand, contents, weight, and color identification.

###### **78-7.02D Grout**

The minimum compressive strength of the grout at 28 days must be 85 percent of the greater of (1) the masonry compressive strength shown or (2) 2,000 psi.

Cementitious material must comply with section 90-1.02B.

Grout must contain at least 550 pounds of cementitious material per cubic yard.

Aggregate must comply with section 90-1.02C except section 90-1.02C(4) does not apply.

Aggregate for grout must be a mixture of fine and coarse aggregate. At least 20 percent of the aggregate must be coarse aggregate. One hundred percent of the combined grading must pass the 1/2-inch sieve.

Mix the grout with enough water to produce a mix consistency suitable for pumping without segregation. The grout must have a slump from 8 to 11 inches.

**78-7.02E Framed Metal Gate**

Enclosure gates must be framed 18-gauge corrugated steel panels as shown.

**78-7.02F Reinforcement**

Reinforcement must comply with section 52.

**78-7.02G Miscellaneous Metal**

Miscellaneous metal must comply with section 75.

**78-7.02H Dumpster Enclosure Pad**

Concrete for dumpster enclosure pad must contain from 505 pounds to 675 pounds of cementitious material per cubic yard. The specifications for reducing cementitious material content in section 90-1.02E(2) do not apply.

You may substitute Class 2 aggregate base for sand under dumpster enclosure pad.

Bar reinforcement must comply with section 52.

**78-7.03 CONSTRUCTION**

Place and compact base material under section 26.

Install reinforced concrete pad under section 73.

Accommodate CMU anchorage and gate post footings in dumpster enclosure.

Install new CMU dumpster enclosure on new pad under section 58-2. Section 58-2.01D does not apply.

Crown cement top of CMU walls.

Fill gate posts with concrete.

Install gate under section 80.

**78-7.04 PAYMENT**

Payment for dumpster enclosure pad and base is included in payment for dumpster enclosure.

AA

**79 CONSTRUCTION SURVEY**

**79 CONSTRUCTION SURVEY**

**79-1.01 GENERAL**

Section 79 includes specifications for construction staking.

Provide construction stakes in accordance with Caltrans Surveys Manual, Chapter 12, "Construction Surveys," dated November 2012.

Perform pre-and post-construction survey of ramps and sidewalks and complete ADA compliance reports.

**79-1.02 MATERIALS**

Provide tools and equipment for accurate staking.

**79-1.03 CONSTRUCTION**

Survey control points for construction are shown.

The following list establishes the minimum level of staking required for this project:

1. For existing monuments that will be lost due to construction, cross-tie and make field notes sufficient for re-establishment of monuments under section 78.

2. Flag right-of-way and limits of clearing at 100-foot intervals with 3-foot laths.
3. Stake ADA ramp and HMA driveway at 50 foot intervals and at all BC's, EC's and grade breaks.
4. Provide finished grade stakes at 25 foot intervals.
5. Prepare and verify slope staking/grid grade sheets.

If your operations destroy any of the construction stakes you placed, replace such stakes when instructed by the Engineer at no additional cost to the project.

Verify the primary horizontal and vertical control and inform the Engineer of any significant differences between published values and found values. Notify the Engineer of any conflicts between design and existing conditions and submit a Request for Information (RFI) before commencing survey.

Temporary horizontal and vertical control and construction stakes and marks must be furnished and set with accuracy adequate to assure that the contemplated and completed work conforms to the lines, grades, and sections shown on the plans.

Make the computations necessary to establish the exact position of the work from control points. Computations, survey notes, and other records necessary to accomplish the work must be neat, legible and accurate. Make computations, notes, and other records available to the Engineer immediately upon completion of staking and prior to the start of related construction.

Provide organized copies of project field notes and cut sheets to the Engineer no later than 24 hours following completion of field survey staking and 48 hours prior to use. Notes must contain all pertinent survey information including names of party chief, crewmembers, and date of survey. Submission of notes and cut sheets does not relieve you of responsibility for the accuracy of the stakes.

If your operations destroy any of the established project control points, other than those designated on the plans to be relocated, either replace such control points at your expense, subject to verification by the Engineer, or request the Engineer to replace the destroyed control points. If requested to replace the control points, the Engineer will do so within 10 working days. The cost of any such verification or replacement of the Engineer's project control points will be deducted. No adjustment in contract time for such verification or replacement of survey control points by the Engineer will be allowed.

The Engineer may perform periodic verification surveys to assure the quality of construction staking effort. Verification surveys may be performed at any time.

Remove construction stakes from the site of work when no longer needed. Upon completion of construction staking and prior to acceptance of the contract, submit all computations, survey notes, and other data used to accomplish the work.

Perform pre- and post-construction surveys of ADA ramp and ADA parking area and submit compliance forms under section 73-3.01D(3).

^^

## **80 FENCES**

**Replace reserved section 80-5 with:**

### **80-5 TWO RAIL WOOD FENCE**

#### **80-5.01 GENERAL**

Section 80-5 includes specifications for providing two rail wood fence.

#### **80-5.02 MATERIALS**

##### **80-5.02A General**

Reserved

##### **80-5.02B Wood Posts and Rails**

Wood for rails must be 1-inch by 6-inch redwood or cedar clear heart.

Each treated wood post must be:

1. Douglas fir
2. Sawed rectangular
3. Free of heart center
4. Brown in color

Each post and rail must be graded under section 57.

Each post and rail must be of the minimum grade and species shown in the following table:

<b>Grades and Species</b>		
Nominal size	Minimum grade	Species
1 by 6 inch	Clear Heart	Redwood or Cedar
6 by 6 inch	Select structural posts and timbers No. 1	Douglas fir

Pressure treat each post under section 57 and AWPA U1, Use Category UC4A, Commodity Specification A or B.

Instead of the imprint specified in section 57, the treating plant may hammer stamp either end of a treated post and brace with the symbol or name of the company performing the treatment.

Each line post must be 6 feet long. Each length may be at most 1 inch shorter and 2 inches longer.

#### **80-5.02C Hardware**

Hardware must be galvanized steel and comply with section 75.

#### **80-5.02D Footings**

Post footings must be minor concrete containing at least 470 pounds of cementitious material per cubic yard.

#### **80-5.03 CONSTRUCTION**

The line between the center of the top of a post and the center of the post at ground level must not deviate from a plumb line by more than 0.02 foot in 10 feet.

Backfill the space around wood posts with minor concrete.

Gap between rails at posts must be less than 1/16 inch.

#### **80-5.04 PAYMENT**

The payment quantity for two-rail wood fence is the length measured:

1. Parallel to the ground slope
2. Along the fence

The payment quantity does not include the width of openings.

#### **Add to section 80-15:**

#### **80-15.04 REMOVE AND ADJUST WIRE FENCE**

##### **80-15.04A General**

Section 80-15.04 includes specifications for removing and adjusting wire fence.

##### **80-15.04B Materials**

Not Used







## STANDARD PLANS LIST

The standard plan sheets applicable to this Contract include those listed below. The applicable revised standard plans (RSPs) listed below are included in the project plans.

<b>ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND</b>	
<b>A3A</b>	<b>Abbreviations (Sheet 1 of 3)</b>
<b>A3B</b>	<b>Abbreviations (Sheet 2 of 3)</b>
<b>A3C</b>	<b>Abbreviations (Sheet 3 of 3)</b>
<b>A10A</b>	<b>Legend - Lines and Symbols (Sheet 1 of 5)</b>
<b>A10B</b>	<b>Legend - Lines and Symbols (Sheet 2 of 5)</b>
<b>A10C</b>	<b>Legend - Lines and Symbols (Sheet 3 of 5)</b>
<b>A10D</b>	<b>Legend - Lines and Symbols (Sheet 4 of 5)</b>
<b>A10E</b>	<b>Legend - Lines and Symbols (Sheet 5 of 5)</b>
<b>PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS</b>	
<b>A24C</b>	<b>Pavement Markings - Symbols and Numerals</b>
<b>EXCAVATION AND BACKFILL</b>	
<b>A62A</b>	<b>Excavation and Backfill - Miscellaneous Details</b>
<b>TEMPORARY TRAFFIC CONTROL SYSTEMS</b>	
<b>RSP T13</b>	<b>Traffic Control System for Lane Closure on Two Lane Conventional Highways</b>
<b>TEMPORARY WATER POLLUTION CONTROL</b>	
<b>T56</b>	<b>Temporary Water Pollution Control Details (Temporary Fiber Roll)</b>
<b>T58</b>	<b>Temporary Water Pollution Control Details (Temporary Construction Entrance)</b>
<b>T59</b>	<b>Temporary Water Pollution Control Details (Temporary Concrete Washout Facility)</b>
<b>T62</b>	<b>Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)</b>
<b>ROADSIDE SIGNS</b>	
<b>RS1</b>	<b>Roadside Signs - Typical Installation Details No. 1</b>
<b>RS4</b>	<b>Roadside Signs - Typical Installation Details No. 4</b>

**APPENDIX A**  
**ADA COMPLIANCE INSPECTION REPORT**

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**SIDEWALK AMERICANS WITH DISABILITIES ACT (ADA)**  
**COMPLIANCE INSPECTION REPORT**  
 CEM-5773SW (REV 11/2017)

CONTRACTOR NAME AND ADDRESS	CONTRACT NUMBER/CO/RTE/PM
	PROJECT IDENTIFICATION NUMBER
	PROJECT INFORMATION/NAME

**SIDEWALK INFORMATION**

Location Number	County	City	Route	
Route Name	Begin Latitude (y)	Begin Longitude (x)	Begin Postmile/Station	
Cross Street	End Latitude (y)	End Longitude (x)	End Postmile/Station	
Segment No. 1	Segment Description	Begin Latitude (y)	Begin Longitude (x)	Begin Postmile/Station
		End Latitude (y)	End Longitude (x)	End Postmile/Station
Segment No. 2	Segment Description	Begin Latitude (y)	Begin Longitude (x)	Begin Postmile/Station
		End Latitude (y)	End Longitude (x)	End Postmile/Station
Segment No. 3	Segment Description	Begin Latitude (y)	Begin Longitude (x)	Begin Postmile/Station
		End Latitude (y)	End Longitude (x)	End Postmile/Station
Segment No. 4	Segment Description	Begin Latitude (y)	Begin Longitude (x)	Begin Postmile/Station
		End Latitude (y)	End Longitude (x)	End Postmile/Station
Segment No. 5	Segment Description	Begin Latitude (y)	Begin Longitude (x)	Begin Postmile/Station
		End Latitude (y)	End Longitude (x)	End Postmile/Station

Applicable Plans	Applicable Standard Specifications	Applicable Design Bulletin
<input type="checkbox"/> Contract Plan Sheet _____	<input type="checkbox"/> 2010 <input type="checkbox"/> Other _____	<input type="checkbox"/> DIB 82-05
<input type="checkbox"/> Other _____	<input type="checkbox"/> 2015	<input type="checkbox"/> _____

**ADA SIDEWALK COMPLIANCE CERTIFICATION**

Based on the field measurements shown on page 2 sidewalk complies with the contract plan sheet?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sidewalk is ADA compliant based on ADA sidewalk check list shown on page 3?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sidewalk is ADA compliant based on ADA sidewalk check list shown on page 4?	<input type="checkbox"/> Yes <input type="checkbox"/> No

This section must be completed if no is marked for any question indicating that a sidewalk is non-compliant.

District ADA engineer compliance determination (must state ADA standard used for compliance determination):

---

Sidewalk is ADA compliant with ADA standards       Yes    No

District ADA Engineer (print name)	Signature	Date
------------------------------------	-----------	------

**RESIDENT ENGINEER ADA COMPLIANCE CERTIFICATION**

I have reviewed the sidewalk inspection report and find that the constructed sidewalk is in compliance with ADA standards.

Resident Engineer (print name)	Signature	Date
--------------------------------	-----------	------

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**SIDEWALK AMERICANS WITH DISABILITIES ACT (ADA)**  
**COMPLIANCE INSPECTION REPORT**  
 CEM-5773SW (REV 11/2017)

CONTRACTOR NAME AND ADDRESS		CONTRACT NUMBER/CO/RTE/PM	
		PROJECT IDENTIFICATION NUMBER	
		PROJECT INFORMATION/NAME	
Location Number	County	City	Route
Route Name	Begin Latitude (y)	Begin Longitude (x)	Begin Postmile/Station
Cross Street	End Latitude (y)	End Longitude (x)	End Postmile/Station

**SIDEWALK**

Measure and field verify the dimensions and slopes shown

No.	Segment Description	Sidewalk Adjacent to Roadway?	Sidewalk Slope (x.x%)	Sidewalk Cross Slope (x.x%)	Sidewalk Width	Photograph	Remarks
1		<input type="checkbox"/> Yes <input type="checkbox"/> No	A1	B1	C1	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
			A2	B2	C2		
			A3	B3	C3		
			A4	B4	C4		
			A5	B5	C5		
2		<input type="checkbox"/> Yes <input type="checkbox"/> No	A1	B1	C1	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
			A2	B2	C2		
			A3	B3	C3		
			A4	B4	C4		
			A5	B5	C5		
3		<input type="checkbox"/> Yes <input type="checkbox"/> No	A1	B1	C1	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
			A2	B2	C2		
			A3	B3	C3		
			A4	B4	C4		
			A5	B5	C5		
4		<input type="checkbox"/> Yes <input type="checkbox"/> No	A1	B1	C1	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
			A2	B2	C2		
			A3	B3	C3		
			A4	B4	C4		
			A5	B5	C5		
5		<input type="checkbox"/> Yes <input type="checkbox"/> No	A1	B1	C1	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
			A2	B2	C2		
			A3	B3	C3		
			A4	B4	C4		
			A5	B5	C5		

Roadway Grade (x.x%)	Non-adjacent Sidewalk Slope	Adjacent Sidewalk Slope	Sidewalk Cross Slope	Sidewalk Width	Remarks
Note: Insert in the blanks ( ___ ) provided the sidewalk slopes and dimensions shown in the contract plans.	5.2% or less?	Slope does not exceed roadway grade?	___ % or less?	___ inches or greater?	
	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No ADA standard 2.0% maximum	<input type="checkbox"/> Yes <input type="checkbox"/> No ADA standard 48" minimum	

Inspection by (print name)	Signature	Date
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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**SIDEWALK AMERICANS WITH DISABILITIES ACT (ADA)**  
**COMPLIANCE INSPECTION REPORT**  
 CEM-5773SW (REV 11/2017)

CONTRACTOR NAME AND ADDRESS		CONTRACT NUMBER/CO/RTE/PM	
		PROJECT IDENTIFICATION NUMBER	
		PROJECT INFORMATION/NAME	
Location Number	County	City	Route
Route Name	Begin Latitude (y)	Begin Longitude (x)	Begin Postmile/Station
Cross Street	End Latitude (y)	End Longitude (x)	End Postmile/Station

**SIDEWALK ADA CHECKLIST**

No.	Requirement	Compliant					Photo	Remarks
		Segment 1	Segment 2	Segment 3	Segment 4	Segment 5		
1	Sidewalk surface has a broom finish, which provides slip resistant surface?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Are all changes in surface level less than 1/4"?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	For any utility pull boxes, manholes, or vaults within the boundary of sidewalk, are they flush with the finished sidewalk surface?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	For openings or gratings located within the boundary of sidewalk, are spaces less than 1/2" in one direction and are elongated openings oriented perpendicular to dominate direction of travel?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
5	For obstructions such as signposts, lighting standards, power/ telephone poles, guy-wires, or mail boxes in the driveway area, complete items 6-9.	Item 6-9 <input type="checkbox"/> N/A	Item 6-9 <input type="checkbox"/> N/A	Item 6-9 <input type="checkbox"/> N/A	Item 6-9 <input type="checkbox"/> N/A	Item 6-9 <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
6	Are objects with leading edges between 27" to 80" height, protected by guardrails or other barriers less than 27" above the finished surface?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
7	For objects with leading edges between 27" to 80" height, is horizontal protrusion less than 4" (4.5" for handrails) without reducing the 48" minimum clear width requirement?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Remarks

Field inspection checklist completed by (print name)	Signature	Date
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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**SIDEWALK AMERICANS WITH DISABILITIES ACT (ADA)**  
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CONTRACTOR NAME AND ADDRESS		CONTRACT NUMBER/CO/RTE/PM	
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**SIDEWALK ADA CHECKLIST**

No.	Requirement	Compliant					Photo	Remarks
		Segment 1	Segment 2	Segment 3	Segment 4	Segment 5		
8	For objects mounted on single posts that overhang the sidewalk or curb ramp, are the overhangs less than 12" when located between heights of 27" to 80"?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
9	For objects mounted between posts where the clear distance between posts is greater than 12", is the lowest edge of such object less than 27" or greater than 80" above the finished surface?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
10	Has backfill been placed against sidewalk or adjacent ground leveled where sidewalk was constructed to prevent falling hazard?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Remarks

Field inspection checklist completed by (print name)	Signature	Date
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**SIDEWALK AMERICANS WITH DISABILITIES ACT (ADA)****COMPLIANCE INSPECTION REPORT**

CEM-5773SW (REV 11/2017)

**GENERAL INFORMATION**

- This form is to provide documentation necessary for project certification of sidewalks constructed to meet ADA requirements.
- The Americans with Disabilities Act (ADA) of 1990, along with its implementing regulations, and the California Government Code Sections 4450 et seq. prescribe that facilities shall be made accessible to persons with disabilities.
- Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects" (DIB 82), is Caltrans policy and contains design requirements for Caltrans projects to comply with state codes, and federal laws and regulations regarding pedestrian accessibility.
- Contact the project engineer and district ADA engineer for additional information about ADA requirements and issues with sidewalk compliance.

**FORM**

- Complete the form for each sidewalk constructed on the project.
- CONTRACT NUMBER/CO/RTE/PM: For local agency encroachment permit projects, write the encroachment permit number in the CONTRACT NUMBER field.
- PROJECT IDENTIFICATION NUMBER: For local agency encroachment permit projects, write N/A in the field.
- Establish a location number for each sidewalk location.
- For each sidewalk location provide:
  - County
  - City
  - Route
  - Route Name (e.g. State Route 49)
  - Name of the cross Street. For mid-block sidewalk, write N/A for cross street.
- Identify locations for each sidewalk segment. Sidewalks must be broken down into segments to measure dimensions and slopes for ADA compliance. Segments must not be more than 100 feet in length. Additional segments must be established based on curb ramps, driveways, other interruptions in a continuous sidewalk and changes in sidewalk grade.
- Latitude and longitude must be in decimal format to a minimum of six decimal places. Free GPS applications for smart phones, tablets, and desk tops will report latitudes and longitudes to the necessary accuracy for differentiation of the permanent pedestrian facilities locations.
- Use applicable Design Bulletin: DIB 82-05 effective for projects ready to list 10/01/2013 or later.
- Measure the dimensions and slopes shown on the form using measuring devices that meet the following standards:
  - For dimensional measurements, use a standard measuring tape with 1/8 inch minimum markings.
  - For slope measurements, use a smart level with a minimum sensor accuracy of 0.1 degrees.
  - Ensure that the smart level has been properly calibrated prior to taking measurements.
  - For measuring slopes on elements with dimensions 4 feet or less, use a 2-foot smart level. For measuring slopes on elements with dimensions greater than 4 feet, use a 4-foot smart level.
- Measurements taken must comply with the following:
  - Record dimensional measurements to the nearest 1/8 inch.
  - Record slope measurements to the nearest 0.1 percent.
  - For both dimensional and slope checks, take representative measurements equally dispersed across the surface in question. Do not average the results. Record the individual measurements in the appropriate inspection report location.
- Each sidewalk segment must be measured for compliance approximately 2 feet from each end and at the quarter points. For segments less than 20 feet measure for compliance approximately 2 feet from each end and at the midpoint of the segment. Note in the remarks the approximate length of short segments.
- If any of the following occur, contact the project engineer and district ADA engineer:
  - Measured slope exceeds the allowable slope.
  - Measured dimension exceeds the allowable dimension.

**ADA Notice**

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**SIDEWALK AMERICANS WITH DISABILITIES ACT (ADA)****COMPLIANCE INSPECTION REPORT**

CEM-5773SW (REV 11/2017)

**ADA SIDEWALK AT DRIVEWAY COMPLIANCE CERTIFICATION**

- The resident engineer must review the completed form and determine if the sidewalk is compliant with plan and specification requirements.
- Caltrans standards for sidewalks were developed to include some allowance due to measurement accuracies so that when constructed, the sidewalk would be within the maximum and minimum requirements of DIB 82.
- Allowable construction allowances from the slopes and dimensions shown on the standard plan are based on the accuracy of the measuring devices specified above and are:
  - $\leq 0.2$  percent from the slope shown.
  - $\leq \frac{1}{4}$  inch from the dimension shown.
- Where appropriate the allowances for construction have been incorporated into this form for inspecting for compliance. For example, the standard plan sidewalk cross slope is 1.5% and the construction allowance is 0.2% so the measured sidewalk cross slope may be a maximum of 1.7% for contract compliance.
- If a constructed sidewalk does not comply with the Caltrans standard plan requirements, notify the project engineer and district ADA engineer to evaluate the sidewalk prior to ordering the contractor correct or remove and replace the noncompliant sidewalk.
- Further evaluation by the project engineer or district ADA engineer may determine that the sidewalk is compliant under the maximum or minimum ADA standards contained in DIB 82. The district ADA engineer determination must cite the ADA standard within DIB 82 that allows Caltrans to accept the sidewalk as ADA compliant on the form.
- Upon ADA compliance inspection report completion, the resident engineer must file the inspection report within the project records and complete the ADA Certification and Summary Form CEM-5773, "Americans with Disabilities Act (ADA) Project Compliance Certification." Transmit the summary form and any required attachment to: [ADA.compliance.office@dot.ca.gov](mailto:ADA.compliance.office@dot.ca.gov)