BID DOCUMENTS

FOR

SLURRY SEAL FY 2017-2018
PROJECT NO. 2017-01

PREPARED BY:
CITY ENGINEER
City of Canyon Lake

BID OPENING – 10:00 AM, February 21, 2018
City Clerk’s Office
31516 Railroad Canyon Road
Canyon Lake, CA 92587
PROJECT INFORMATION SHEET

Project: Slurry Seal FY 2017-2018

Bid Date: February 21, 2018 @ 10:00 AM

Award Contract Date: March 07, 2018

Construction Start Date: March 2018 (Tentative)

Construction Time: Forty-Five (45) Calendar Days

Liquidated Damages: $250.00 per calendar day

Project Description: Provide necessary labor, equipment, and materials to remove existing road markings, grind and overlay asphaltic concrete pavement, slurry seal existing asphaltic concrete pavement, install thermoplastic road markings and provide traffic control.

Contact Person of Purchasing Bid Package: City Clerk
(951) 244-2955

Contact Person for Technical Inquiries: City Engineer’s Office
Margaret Monson
(951) 244-2955

Note: See specifications for details regarding the above information.
PUBLIC NOTICE HEREBY IS GIVEN that the City of Canyon Lake (“City”) invites sealed bids for the above referenced project and will receive such bids at City Hall, up to the hour of 10:00 AM on February 21, 2018, after which time they will be publicly opened and read aloud.

The work to be done consists of furnishing all materials, equipment, tools, labor and incidentals as required by the Specifications and Contract documents for the above stated project.

Printed copies of said Specifications and Contract documents are available from the City at City Hall for a non-refundable fee of $20; alternatively, Specification and Contract documents may be obtained, free of charge, in electronic format by accessing the BIDs & RFPs webpage via the City website www.cityofcanyonlake.org and downloading the documents.

This Contract will be for forty-five (45) calendar days and is expected to have a start date in March 2018.

Requests for clarifications, questions and comments must be clearly labeled, “Written Questions for Bid No. 2017-01 and addressed to Margaret Monson, Associate Engineer, City of Canyon Lake. The City is not responsible for failure to respond to a request that has not been so labeled. All questions must be put in writing and be received by the City no later than 5:00 PM on February 14, 2018. Answers to questions will be provided to all those requesting the bid packet. Addenda will be posted on the website if necessary.

Bids must be prepared on the approved proposal forms in conformance with the instructions to bidders and submitted in a sealed envelope plainly marked on the outside:

SEAL Bid: CITY OF CANYON LAKE
SLURRY SEAL FY 2017-2018
PROJECT NO. 2017-01
DO NOT OPEN WITH REGULAR MAIL

Each sealed envelope shall be addressed to:

Margaret Monson
Public Works Department
City of Canyon Lake
31516 Railroad Canyon Road
Canyon Lake, CA 92587

PREVAILING WAGES - Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the County of Riverside in which the work is to be done, have been determined by the Director of the Department of Industrial Relations, State of California. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California
Department of Industrial Relations’ Internet web site at www.dir.ca.gov. Future effective prevailing wage rates that have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates. The Contractor must show the ability to keep appropriate certified payroll records.

**Bid Date:** February 21 2018, 10:00 AM  
**Award Contract:** March 07, 2018  
**Pre-Construction Meeting:** (Tentative) March 21, 2018, 8:00 a.m.  
**Construction Start Date:** (Tentative) March 26, 2018  
**Construction End Date:** (Tentative) May 10, 2018

As provided for in Section 22300 of the California Public Contract Code, the contractor may substitute securities for any monies withheld by the City to ensure performance under the contract.

The City reserves the right to reject any and all bid proposals and to waive any technical irregularities, to accept any bid or portion thereof, and to take all bids under advisement for a period of sixty (60) days.

At the time of contract award, the prime contractor shall possess a City of Canyon Lake Business License, a Class ‘A’ General Engineering Contractor License. **In addition, the prime contractor and all subcontractors must be registered with the California Department of Industrial Relations.**

**PLEASE BE SURE TO COMPLETE ALL REQUIRED CITY FORMS CONTAINED IN THE PACKET. INCOMPLETE FORMS MAY LEAD TO DISQUALIFICATION OF BIDDER.**
BID TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS
INSTRUCTIONS TO BIDDERS

REQUIREMENT TO MEET ALL BID PROVISIONS

Each bidder shall meet all of the specifications, bid terms, and conditions. Non-substantial deviations may be considered provided that the bidder submits a full description of, explanation of, and justification for the proposed deviations. The City will make a final determination of any proposed deviation.

BID RETENTION AND AWARD OF CONTRACT

City reserves the right to retain all bids for a period of sixty (60) days for examination and comparison. City also reserves the right to waive technical or non-substantial irregularities in any bid, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that the bids are qualified by specific limitations, and to make an award to the lowest responsible, responsive bidder as the interest of the City may require.

INSPECTION OF SITES

Bidders must examine all sites and become acquainted with all conditions affecting the work. In submitting a bid, the bidder warrants that it has made such site examinations, as they deem necessary to determine the condition of the sites, accessibility to materials, workmen and equipment, and to determine the bidder's ability to protect existing surface and subsurface improvements. No claim for allowances – time or money – will be allowed to such matters.

BID WITHDRAWAL, LATE SUBMISSIONS, PUBLIC BID OPENING

A bidder may withdraw a proposal, without prejudice, prior to the time specified for the bid opening, by submitting a written request to the City Manager for its withdrawal, in which event the proposal will be returned to the bidder unopened. No proposal received after the time specified or at any other place other than the place stated in the “Notice Inviting Bids” will be considered. All bids will be opened and declared publicly. Bidders, or their representatives, are invited to be present at the opening of the bids.

SUBMISSION OF ONE BID ONLY

No individual or business entity of any kind shall be allowed to make, file, or be interested in more than one bid, except an alternative bid when specifically requested. However, an individual or business entity which has submitted a sub-proposal to a bidder submitting a proposal, or has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other bidders submitting proposals.

NON-COLLUSION AFFIDAVIT

Bidder declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent or employee of the City is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud. The Affidavit of Non-Collusion shall be executed and submitted with the bid.
**CONTRACT DOCUMENTS IDENTIFIED**

The complete Contract Documents are identified in the Agreement. Bidders are cautioned that the successful bidder incurs duties and obligations under all of the Contract Documents and that they should not merely examine the plans, specifications or attachments in making their bid.

**COMMUNICATIONS REGARDING BID**

All timely requests for information submitted in writing (including email) will receive a written response from the City. Telephone communications with City staff are not encouraged, but will be permitted; however, any such oral communication shall not be binding on the City.

**INTERPRETATION OF DOCUMENTS**

Discrepancies, omissions, ambiguities and requirements likely to cause disputes between trades and similar matters shall be promptly brought to the attention of the City Manager in writing. When appropriate, written Addenda may be issued by the City. No communication by anyone as to such matters except by Addenda affects the meaning or requirements of the Contract Documents.

**ADDENDA**

City reserves the right to issue written Addenda to the Contract Documents at any time prior to the time set to open bids. Each potential bidder shall leave with City its name, address, phone number and email address for the purpose of receiving Addenda. City will cause copies of Addenda to be mailed, delivered or e-mailed to such names at such addresses. To be considered, a Contractor’s Proposal must list and take into account all issued Addenda. Bids, to be acceptable, must acknowledge receipt of all Addenda.

**REQUIREMENT TO BID ON THE ENTIRE WORK**

Bids are required for the entire work. The amount of the bid for comparison purposes will be the total of all items. In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit-basis items, is the same amount as the entry in the “Total” column, then the amount set forth in the “Total” column for the item shall prevail in accordance with the following:

a) As to lump sum items, the amount set forth in the “Total” column shall be the item price.

b) As to unit-based 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.

The evaluation of bids and award of contract shall be based solely on the final decision of the City.

**EXTRA WORK AND EMERGENCY WORK**

During the course of the contract period, additional services, labor and materials beyond those specified in the contract may be required and performed on a time-and-material basis.
Contractor may notify City of the need for Extra Work and/or City may request Extra Work. City will issue a Work Request form upon which Contractor will provide estimated labor, material and/or unit price costs. Contractor must have a signed work order from the City designated representative before beginning Extra Work.

Contractor shall provide twenty-four (24) hour emergency service, with prompt correction or mitigation of emergency damage, when notified of an occurrence. An emergency that is causing a hazard to the public or property must be responded to within two (2) hours. Failure to do so may result in monetary deductions from the monthly billing. Response to emergency service shall be paid at the contract rate for additional work. Work should be limited to the level required to mitigate an emergency and future repairs shall be completed during normal working hours.

Extra Work will be a separate item from normal contractual duties. Contractor is expected to complete the contractual duties as specified on schedule and extra work shall not interfere with or delay those duties.

Extra Work that has been approved by the City designated representative shall be billed on a separate invoice in duplicate and is not to be included on the invoice with the monthly payment. The invoice for extra work shall show the exact location of the work, include the name and address of the site. The invoice shall list the materials used with their unit price and total cost; the amount of time to complete the job; the cost of labor as recorded in the Line-Item Price Sheet for Extra Work Categories in the contract.

**COMPARISON OF BID PROPOSALS**

After the bid proposals for the contemplated work have been opened and read as provided here, the respective totals thereof, will be verified and compared; and the results will thereupon be made public.

**AWARD OF CONTRACT**

The award of the contract, if any, will be made to the lowest responsive and responsible bidder whose bid proposal complies with all the prescribed requirements, but until an award is made the right will be reserved to reject any or all bid proposals, or to waive technical errors or discrepancies, or to take any other actions allowed by law, if to do so is deemed to best serve the interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility qualifications and responsiveness of the bidder to whom it is proposed to make such award.

**BID PROPOSAL GUARANTY**

Each bid proposal submitted must be accompanied either by cash, or by a certified or cashier's check, or a surety bond, payable to the City in an amount equivalent to at least ten percent (10%) of the total aggregate bid price of such bid proposal, or in such additional amount as may be otherwise provided by law, as a guarantee that the bidder, if his bid proposal be accepted, will promptly execute the contract, secure payment of Worker's Compensation Insurance, furnish a satisfactory Faithful Performance Bond in the amount of one hundred percent (100%) of the total annual bid price, and a Labor and Material Bond in the amount of one hundred percent (100%) of the total annual bid price. No bid proposal will be accepted unless such cash, check or surety bond is enclosed therewith. The bidder must duly execute the Bid Proposal bond and a financially sound surety company authorized to transact business in this
state as a “California admitted insurer.” Each bidder shall identify the surety company that will furnish payment/ performance bonds if awarded the contract.

Should any bidder to whom an award is made fail to properly enter into and execute the awarded contract, the cash, check or bond submitted with his bid proposal shall be forfeited to, and become the property of the City; whereupon the City shall have the right to collect the amount thereof by any appropriate means.

Following the award of the contract the bid proposal guarantees will be returned to the respective bidders by whom they were submitted, except as otherwise provided.

No bidder may withdraw his Bid Proposal for a period of sixty days after the date of the bid proposal opening.

**DISQUALIFICATION OF BIDDERS**

The successful bid must be responsive and responsible. Bid proposals in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form, erasures or irregularities of any kind, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A bid proposal on which the signature of the bidder has been omitted may, at the discretion of the City, be rejected.

The City reserves the right to find a Bid Proposal of a bidder who has been delinquent, is in current litigation with the City or has been within the preceding twelve (12) months, or was unfaithful in any former contract with the City, non-responsible.

**COMPETENCY OF BIDDERS**

Bidders must be thoroughly competent, and capable of satisfactorily performing the work covered by the bid proposal. When requested, a bidder shall furnish such statements relative to previous experience on similar work, the plan of procedure proposed, and the organization, machinery, plant and other equipment available for the contemplated work, and the financial condition and resources of the bidder, as may be deemed necessary by the City in determining such competence and capability.

**LICENSES AND CERTIFICATES REQUIRED**

At the time of the bid submittal, the bidder must have current licenses and certifications as listed below plus any others determined to be applicable. This includes a joint venture formed to submit a bid.

- Class ‘A’ General Engineering Contractor License

Successful Bidder and Subcontractors shall obtain a City Business License, an Encroachment Permit and all applicable permits required by the City of Canyon Lake and by other agencies of the State and County prior to commencing any work within City limits. The City Business License and permits can be obtained at 31516 Railroad Canyon Road, Canyon Lake, CA 92587.
SIGNATURE

The bid proposal must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid proposal on behalf of the bidder.

ALTERING BID PROPOSALS

Changes in, or additions to, the bid proposal form, recapitulations of the work bid upon, alternative bid proposals or any other modifications of the bid proposal form which is not specifically called for in the contract documents may result in the City’s rejection of the bid proposal as not being responsive to the invitation to bid. No oral or telephonic modification of any bid proposal submitted will be considered, a facsimile transmittal of modification is acceptable when a facsimile confirmation sheet is attached and evidences that a confirmation of the facsimile duly signed by the bidder was transmitted prior to the opening of bid proposals. The bid proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid proposal.

BONDS

The bidder shall secure with a responsible corporate surety, or corporate sureties, satisfactory bonds conditioned upon faithful performance by the bidder of all requirements under the contract and upon the payment of claims of materials, men and laborers thereunder. The faithful performance bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the annual payments to be made under the contract computed based on the prices stated in the proposal. The labor and material bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the annual payment to be made under the contract computed based on the prices stated in the proposal.

BID PROPOSAL SUBMISSION – INSTRUCTIONS FOR A COMPLETE PACKAGE

The City shall accept a sealed bid proposal submitted on the provided Contractor’s Proposal Submission Form, which shall be combined with the bid terms, conditions and specifications for a complete agreement.

All bid proposals shall be submitted in sealed envelopes with the following information legibly written on the outside:

- Company name and business address
- Contractor’s State Contractor’s license type and number
- Business telephone number
- Contact person
- Name of the project for which the bid proposal is submitted

It is the sole responsibility of the bidder to see that the bid proposal is received in proper time. Any bid proposal received after the scheduled closing date and time for receipt of bid proposals will be returned to the bidder unopened.
The bid proposal cost quotation shall include all costs for the contractor to accomplish the work outlined in the proposal and shall be all-inclusive. If provision is made for alternatives, they must all be bid, unless otherwise provided in the Specific Terms and Conditions. No mention shall be made of Sales Tax or Use Tax as all bid prices submitted will be considered to include such taxes.

Bids must be submitted on all items and schedules included in the Contract Documents. Failure to bid on all items and schedules may result in the bid being rejected as non-responsive.

The Contractor’s bid proposal package shall include the following completed, and where indicated, executed and notarized, forms and statements:

- Contractor’s Proposal Form
- Base Bid
- Bidder’s Bond Form
- Subcontractor List, if any
- Experience Qualifications – Similar Services Contract References (3)
- Affidavit for Non-Collusion (appropriate form for company bidding)

**BID PROTEST PROCEDURES**

Any protest of the proposed award of bid to the Bidder deemed the lowest responsible and responsive Bidder must be submitted in writing to the City no later than 5:00 p.m. on the third (3rd) business day following the date of the bid opening.

The initial protest must contain a complete statement of the basis for the protest.

The protest must state the facts and refer to the specific portion of the document or the specific statute that forms the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party.

The party filing the protest must concurrently transmit a copy of the initial protest to the bidder deemed the lowest responsible bidder.

The party filing the protest must have submitted a bid on the project. A subcontractor of a party filing a bid on this project may not submit a Bid Protest. A party may not rely on the Bid Protest submitted by another bidder, but must timely pursue its own protest.

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 Contracts Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.

The City shall review all timely protests prior to formal award of the bid. The City shall not be required to hold an administrative hearing to consider a timely protest, but may do so at the option of the City Manager, or if otherwise legally required. At the time of the City Board’s consideration of the award of the bid, the Board may also consider the merits of any timely protests and the City Manager’s recommendation thereon. The City Board may either accept the protest and award the bid to the next lowest responsible bidder, or reject the protest and award to the lowest responsible bidder. Nothing in this section shall be construed as a waiver of
the City’s Executive Board right to reject all bids, to rebid the project, to perform the work by force account or waive technical irregularities.

Any protest during the term of the contract is subject to the procedures set forth in Public Contract Code Section 9204, attached and incorporated.

**EXECUTION OF CONTRACT**

The agreement shall be signed by the awardees and returned to the City together with the contract bonds, and other contract documents as required, within ten (10) business days after it has been delivered or mailed to him or his authorized agent.

No bid proposal shall be considered as being binding upon the City until the contract is fully executed; and failure of the awardees to properly execute the awarded contract and file acceptable bonds as provided in the Standard Specifications, shall be just and sufficient cause for the annulment of the award by the City and the forfeiture of his bid proposal guaranty.

**LISTING SUBCONTRACTORS**

Each Bidder shall submit a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Gov. Code Sec. 4100 and following). Forms for this purpose are furnished with the contract documents.

**BID DEPOSIT RETURN**

Deposits of three or more low bidders on each alternate, the number being at the discretion of the City, will be held for sixty (60) days or until posting by the successful bidder of the Bonds required and return of executed copies of the Agreement, whichever first occurs, at which time the deposits will be required after consideration of the bids.

**“OR EQUAL”**

All specifications shall be deemed to include the words “or equal;” provided, however, that permissible exceptions hereto shall be specifically noted in the specifications.

**EMPLOYMENT OF APPRENTICES**

The Contractor, and all subcontractors, shall comply with the provisions in Sections 1777.5, (Chapter 1411, Statutes of 1968), and 1777.6 of the California Labor Code concerning the employment of apprentices. The Contractor and any subcontractor under him shall comply with the requirements of said sections in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code section, for all apprentice able occupations, regardless of any other contractual or employment relationships alleged to exist. In addition to the above State Labor Code Requirements regarding the employment of apprentices and trainees, the Contractor and all subcontractors shall comply with Sections 5 a. 3, Title 29 of the Code of Federal Regulations (29CFR) if applicable.

**SCOPE OF WORK**

The contract work for this project shall consist of furnishing all the required labor, materials, equipment, parts, implements and supplies necessary to perform the required street maintenance, along Railroad Canyon Road, within the city limits of Canyon Lake per the
specifications. The construction and completion of the project as indicated above shall be in accordance with all City Codes and the Standard Specifications for Public Works Construction, the Standard Drawings and the Plans and Specifications as prepared for this project.

The Contractor shall recognize and perform in accordance with all stated intents, specifications and stipulations contained or referenced herein. Each bidder shall be responsible for researching the existing conditions and matters that affect the cost or performance of the services.

**TEMPORARY SUSPENSION OF WORK**

The City shall have the authority to suspend the work wholly or in part, for such a period as it may deem necessary, due to the unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as it may deem convenient due to failure on the part of the Contractor to carry out orders given or to perform any provisions of the work. The Contractor shall immediately obey such order and shall not resume the work until so ordered in writing by the City.

**CONFERENCES AND MEETINGS**

When and as directed by the City, the Contractor shall attend all conferences and meetings that the City deems necessary for the proper progress of work under this contract and attendance at such meetings shall be included in the contract price.

**ALTERATIONS AND ADDITIONS**

The City may, if it deems it necessary, make alternations and modifications to the Specifications and plans for the work, covering any portion under such altered or modified work shall be agreed upon in writing endorsed upon the original contract and signed by the proper parties to the contract. It is expressly understood and agreed that such alterations, additions, modifications or omissions shall not in any way violate or annul the contract. Whenever, during the progress of work, any additional work or change or modification in the work contracted for is agreed upon as aforesaid, such additional work or modification shall be considered and treated as though originally contracted for, and shall be subject to all the terms, conditions and provisions of the original contract.

**PAYMENTS**

In accordance with the terms of the contract, the City’s payment of non-disputed invoices generally will be net 30 from date of receipt of invoice. In submitting proposals under these specifications, contractors should take into account all discounts, both trade and time, allowed in accordance with the above payment policy.

**CERTIFIED PAYROLL**

Wage rates for this Project shall be in accordance with the “General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1”, for Riverside County. Wage rates shall conform to those posted at the City offices and the Project site.
The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1773.8 - Travel and Subsistence Pay
2. Section 1774 - Prevailing Wage Requirement
3. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates
4. Section 1776 - Payroll Records
5. Section 1777.4 - Apprenticeship Requirements
6. Section 1777.5 - Apprenticeship Requirements
7. Sections 1810 and 1811 - Working Hour Restrictions
8. Section 1813 - Penalty for Failure to Pay Overtime
9. Section 1815 - Overtime Rate Requirement

INDEMNIFICATION - See the provisions of the Agreement

AWARD AND EXECUTION OF CONTRACT

Within ten (10) business days after the date of the City’s notice of award, the Contractor shall execute and return the following contract documents to the City:

- Contract Agreement
- Faithful Performance Bond, if any
- Labor and Materials Bond, if any
- Public Liability and Property Damage Insurance Certificate with Endorsement
- Automobile Insurance with Endorsement
- Workers’ Compensation Insurance Certificate
- Tax identification information
- Any other required information, such as that to confirm corporate existence and/or authority

Failure to comply with the above will result in annulment of the award and forfeiture of the bid proposal Guarantee. The Contract Agreement shall not be considered binding upon the City until executed by the authorized City officials. A corporation to which an award is made is required, before the Contract Agreement is executed by the City, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation has the authority to do so.

HOURS OF WORK

The Contractor shall accomplish all construction work between the hours of 7:00 AM and 5:00 PM during the normal workweek, Monday through Friday, and Saturday between 8:00 AM and 4:00 PM.

Traffic Control may be installed as early as 6:30 AM.

Westbound traffic lane closures are to begin after 9:00 AM.

Eastbound traffic lanes are to be open by 3:00 PM.

The Contractor will coordinate inspections with the Public Works Inspector 48 hours prior to any work being done during evenings or Saturdays.
ADDITIONAL RESPONSIBILITIES OF THE CONTRACTOR

The contractor, and all subcontractors, suppliers and vendors, shall comply with any and all applicable local, state and federal laws and regulations.

The contractor at its sole expense shall obtain any and all applicable permits, licenses, inspections, certificates, or authorizations required by any governing body or entity.

It is part of the service required of the contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life or property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the City, an emergency exists against which the contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the contractor’s operations and when, in the opinion of the City, immediate action is necessary in order to protect the public or property due to the contractor’s operations under this contract, the City will order the contractor to provide a remedy for the unsafe condition. If the contractor fails to act on the situation within a reasonable period of time, the City may provide suitable protection to said interest by causing such work to be done and material to be furnished as, in the opinion of the City may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the contractor. All expenses incurred by the City for emergency repairs will be deducted from the progress payments and the final payment due to the contractor. However, if the City does not take such remedial measures, the contractor is not relieved of the full responsibility for public safety.
FORMS
AFFIDAVIT OF NON-COLLUSION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

SLURRY SEAL FY 2017-2018
PROJECT NO. 2017-01

STATE OF CALIFORNIA  )
 ) ss
COUNTY OF OF

__________________________________________, being first duly sworn, deposes and says that he/she is of ________________, the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and neither collusive nor 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.

BY:

______________________________
Signature (CONTRACTOR)

______________________________
Title (CONTRACTOR)

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

Subscribed and sworn (affirmed) to before me this

______________________________
day of __________________________, 20___

______________________________
Signature of Officer Administering Oath
(NOTARY PUBLIC)
CONTRACTOR’S PROPOSAL

Date______________________ 20______

To the City of Canyon Lake:

The Undersigned hereby declares:

(a) That the only persons or parties interested in this proposal as principals are the following:

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

(If the bidder is a corporation, give the name of the corporation and the name of its president, secretary, treasurer, and manager. If a co-partnership, give the name, under which the co-partnership does business, and the names and addresses of all co-partners. If an individual, state the name under which the contract is to be drawn.)

(b) That this bid proposal is made without collusion with any person, firm or corporation.

(c) That he has carefully examined the location of the proposed work and has familiarized himself with all of the physical and climatic conditions, and makes this bid proposal solely upon his own knowledge.

(d) That by submitting this bidder’s Proposal, he acknowledges receipt and knowledge of the contents of those communications sent by the Desert Recreation City to him at the address furnished by him to the Desert Recreation City when this bid proposal form was obtained.

(e) That he has carefully examined the specifications, both general and detail, and the drawings attached hereto, and communications sent to him as aforesaid, and makes this bid proposal in accordance therewith.

(f) That, if this bid proposal is accepted he will enter into a written contract for the performance of the proposed work with the City.

(g) That he proposes to enter into such contract and to accept in full payment for the work actually done thereunder the prices shown in the attached schedule. It is understood and agreed that the quantities set forth are estimates, and that the unit prices will apply to the actual quantities whatever they may be.

Accompanying this bid proposal is a certified or cashier’s check or bidder’s bond, payable to the order of the City in the amount of
DOLLARS ($_________) Said BIDDER’s bond has been duly executed by the undersigned bidder and by a financially sound surety company authorized to transact business in this state as a “California admitted insurer."

It is understood and agreed that should the bidder fail within ten business days after award of contract to enter into the contract and furnish acceptable surety bonds, then the proceeds of said cash, check, or bidder’s bond, shall become the property of the Desert Recreation City, but if this contract is entered into and said bonds are furnished, or if the bid is not accepted then said check or cash shall be returned to the undersigned, or the bidder will be released from the bidder’s bond.

Print Name of Bidder

Street Address  City  Zip Code

Telephone Number

Signature of BIDDER
BID SCHEDULE

SPECIFIC TERMS AND CONDITIONS

Pursuant to the Notice Inviting Bids, the undersigned hereby proposes and agrees that on award by the City under this Bid, and in accordance with the provisions therein stated, to execute a Contract, with necessary bonds, to furnish and install any and all labor, materials, transportation, and services for SLURRY SEAL FY 2017-2018, in accordance with the Scope of Work and Specifications therefore adopted and on file with the City within the time hereinafter set forth and at the prices named in this Bid as follows:
### BASE BID

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>QTY.</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>30,020</td>
<td>SF</td>
<td>Cold Mill Existing AC Pavement (3&quot; Uniform)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>30,020</td>
<td>SF</td>
<td>AC Leveling Course (1&quot;)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>30,020</td>
<td>SF</td>
<td>AC Overlay (2&quot;)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>595,000</td>
<td>SF</td>
<td>Type II Slurry Seal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>2</td>
<td>EA</td>
<td>Remove, Replace and Align Traffic Detector Loop</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>1</td>
<td>LS</td>
<td>Crack Sealing- (Approximately 50 LF)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>1</td>
<td>LS</td>
<td>Traffic Striping- Remove Existing Striping</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>31,000</td>
<td>LF</td>
<td>Thermoplastic Striping- 4&quot; Lane Line</td>
<td></td>
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</tr>
<tr>
<td>9</td>
<td>2,850</td>
<td>LF</td>
<td>Thermoplastic Striping- 4&quot; Channelization Line</td>
<td></td>
<td></td>
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<tr>
<td>10</td>
<td>1,000</td>
<td>LF</td>
<td>Thermoplastic Striping- Double Yellow Median Stripe</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>15,600</td>
<td>LF</td>
<td>Thermoplastic Striping- 6&quot; Bike Lane Line</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>1,500</td>
<td>LF</td>
<td>Thermoplastic Striping- 8&quot; Limit Line</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>3,465</td>
<td>LF</td>
<td>Thermoplastic Striping- 8&quot; Channelization Line</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>2,770</td>
<td>LF</td>
<td>Thermoplastic Striping- 12&quot; Limit Line or Crosswalk Marking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>32</td>
<td>EA</td>
<td>Thermoplastic Striping- CA-MUTCD Type IV (Turn Arrows- L &amp; R)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>2</td>
<td>EA</td>
<td>Thermoplastic Striping- U-Turn Arrows</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>30</td>
<td>EA</td>
<td>Thermoplastic Striping- Pavement Marking &quot;SIGNAL AHEAD&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>19</td>
<td>EA</td>
<td>Thermoplastic Striping- Pavement Marking &quot;BIKE LANE&quot; Letters and Arrow</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>1</td>
<td>LS</td>
<td>Raised Pavement Markers</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL AMOUNT BASE BID IN FIGURES**  

**TOTAL AMOUNT BASE BID IN WORDS**
BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, _____________________________

______________________________________________ as principal, and

______________________________________________ as surety, are held and

firmly bound unto the City, hereinafter “City” in the sum to ten percent (10%) of the total amount

of the bid of the principal, to be paid to the said City or its certain attorney, its successors and

assigns; for which payment will and truly to be made, we bind ourselves, our heirs, executors

and administrators, successors or assigns, 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 City for landscape

maintenance services specifically described as follows, for which bids are to be opened at the

City of Canyon Lake, City Hall, on ___________ [time] at ___________[address].

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

proposal, and files the two bonds with the City, one to guarantee faithful performance and other

to guarantee payments for labor and materials, as required by law, then this obligation shall be

null and void; otherwise it shall remain in full force and effect. In the event suit is brought upon

this bond by the Obligee and judgment is recovered, the surety shall pay all costs incurred by

the Obligee in such suit, including a reasonable attorney’s fee to be fixed by the court.
IN WITNESS WHEREOF, we have hereunto set our hands and seals on this ____________
day of ______________________________ , 20___

______________________________________ (seal)

______________________________________ (seal)

______________________________________ (seal)

______________________________________ (seal)

______________________________________ (seal)

______________________________________ (seal)

PRINCIPAL

______________________________________ (seal)

______________________________________ (seal)

SURETY

______________________________________ (seal)

ADDRESS

NOTE: Signatures of those executing for the surety must be properly acknowledged.
SUBCONTRACTOR LIST

In compliance with the provisions of the Public Contract Code Section 4102, the undersigned bidder herewith sets forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the General contractor in or about the landscape maintenance services in an amount in excess of one-half (1/2) of one percent (1%) of the General Contractor’s total bid, and the portion of the work which will be done by each subcontractor.

<table>
<thead>
<tr>
<th>Subcontractor Name</th>
<th>Office Address</th>
<th>License Number</th>
<th>*DIR Registration Number</th>
<th>Work to be completed by subcontractor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

If the bidder fails to specify a subcontractor for any portion of the work, the bidder agrees to perform the work with his own crews. (Alternative subcontractors for the same work are prohibited by provisions of the California Government Code.)

*An inaccurate registration number is not the basis to set aside the bid if corrected within 24 hours.

Dated

__________________________________________________________________________

BIDDER Signature
AFFIDAVIT FOR CO-PARTNERSHIP FIRM

STATE OF CALIFORNIA )
COUNTY OF ) ss

_________________________________________________________, being first duly sworn,
deposes and says:

That he is a member of the co-partnership firm designated as ________________

which is the party making the foregoing bid proposal; that such bid proposal is genuine and not
collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or
indirectly, with any other bidder or person to put in a sham bid proposal or that such other
person shall refrain from bidding; and has not in any manner sought by collusion to secure any
advantage against the City or any person interested in the proposed contract, for himself or for
any other person.

That he has been and is duly vested with authority to make and sign instruments for the co-
partnership by __________________________________________________________

________________________________________________________

________________________________________________________

who constitute the other members of the co-partnership.

__________________________
Signature

USE UPDATED NOTARY JURAT

Subscribed and sworn (affirmed) to before me this

____________________ day of ____________________________, 20____

______________________________
Signature of Officer Administering Oath
(NOTARY PUBLIC)
AFFIDAVIT FOR CORPORATION BIDDER

STATE OF CALIFORNIA )
COUNTY OF __________ )

_________________________________________________________, being first duly sworn,
deposes and says:

That he is ____________________________ , ______________________, of,
a corporation which is the party making the foregoing bid proposal; that such bid proposal is
genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or
agreed, directly or indirectly, with any other bidder or person to put in a sham bid proposal or
that such other person shall refrain from bidding; and has not in any manner sought by collusion
to secure any advantage against the Recreation City or any person interested in the proposed
contract, for himself or for any other person.

________________________
Signature

USE UPDATED NOTARY JURAT

Subscribed and sworn (affirmed) to before me this

________________________day of _________________________, 20___

________________________
Signature of Officer Administering Oath
(NO T A R Y P U B L I C )
AFFIDAVIT FOR INDIVIDUAL BIDDER

STATE OF CALIFORNIA )
COUNTY OF ___________ ) ss

______________________________, being first duly sworn, deposes and says:

That he is the party making the foregoing bid proposal; that such bid proposal is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a sham bid proposal or that such other person shall refrain from bidding; and has not in any manner sought by collusion to secure any advantage against the Recreation City or any person interested in the proposed contract, for himself or for any other person.

______________________________
Signature

USE UPDATED NOTARY JURAT

Subscribed and sworn (affirmed) to before me this

_________________________ day of _________________________, 20___

______________________________
Signature of Officer Administering Oath
(NOTARY PUBLIC)
AFFIDAVIT FOR JOINT VENTURE

STATE OF CALIFORNIA )
) ss
COUNTY OF __________ )

________________________________________________________, being first duly sworn, deposes and says:

That he is _________________________________ of

one of the parties submitting the foregoing bid proposal as a joint venture and that he has been and is duly vested with the authority to make and sign instruments for and on behalf of the parties making said bid proposal who are:

________________________________________________________

________________________________________________________

________________________________________________________

that such bid proposal is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a sham bid proposal or that such other person shall refrain from bidding; and has not in any manner sought by collusion to secure any advantage against the Recreation City or any person interested in the proposed contract, for himself or for any other person.

________________________
Signature

USE UPDATED NOTARY JURAT

Subscribed and sworn (affirmed) to before me this

____________________ day of __________________________, 20__

________________________
Signature of Officer Administering Oath
(NOTARY PUBLIC)
FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE ________________________________

hereinafter referred to as “Contractor” as PRINCIPAL, and

____________________________

as SURETY, are held and firmly bound unto the City of Canyon Lake, hereinafter referred to as the “City”, in the sum of ________________________________ Dollars ($_________________) lawful money of the United States of America, for the payment of which sum, will and truly to be made, we bind ourselves, jointly and several firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said contract has been awarded and is about to enter into the annexed contract with said CITY for consideration of the work under the specification entitled CITY OF CANYON LAKE - ___________________ and is required by said City to give this bond in connection with the execution of said contract.

NOW, THEREFORE, if said Contractor shall well and truly do and perform all the covenants and obligations of said contract on his part to be done and performed at the time and in the manner specified herein; this obligation shall be null and void; otherwise it shall be and in full force and effect;

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this

______________ day of _____________________________, 20__.

PRINCIPAL

SURETY

BY: ________________________________  BY: ________________________________

(SEAL)  (SEAL)
LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE___________________________
hereinafter referred to as “Contractor” as PRINCIPAL, AND___________________________
as SURETY, are held and firmly bound unto the CITY hereinafter referred to as the “City,” in the
sum of __________________________ Dollars ($______________) lawful money of the
United States of America, for the payment of which sum, well and truly to be made, we bind
ourselves, jointly and severally firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Contract has been
awarded and is about to enter into the annexed contract with said City for construction of the
work under the City’s specification entitled CITY OF CANYON LAKE - ____________
required by said City to give this bond in connection with the execution of said contract.

NOW, THEREFORE, if said Contractor in said contract, or subcontractor, fails to pay for any
materials, provisions, provender or other supplies, or for the use of implements or machinery,
used in, upon, for or about the performance of the work contracted to be done, or for any work
or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with
respect to such work or labor, said Surety will pay for the same in an amount not exceeding the
sum specified above, and also in case suit is brought upon this bond, a reasonable attorney's
fee, to be fined by the court. This bond shall be for the benefit of any and all persons entitled to
file claims under Section 1192.1 of the Code of Civil Procedure of the State of California.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this __________
day of ________________________________, 20___.

PRINCIPAL

BY: ________________________________
(SEAL)

SURETY

BY: ________________________________
(SEAL)
SPECIFICATIONS

SECTION 1 - GENERAL PROVISIONS

The work embraced herein shall be done in accordance with the applicable portions of the current edition of the "Greenbook Specifications for Public Works Construction" prepared and promulgated by the Southern California Chapters of the American Public Works Association and Associated General Contractors of California, except when said "Green book Specifications" are in conflict with other contract documents.

The "General Provisions" contained in said "Green book Specifications" are by this reference incorporated herein as the General Provisions of these contract documents, subject to the following modifications and additions.

1. Section 2-3, "Subcontracts" Section 2-3 of said "Greenbook Specifications is amended to read:

Unless otherwise provided in Section 4100.5 of the Government Code, each bidder shall file with his bid the name and address of each subcontractor who will perform the work or labor or render service to the prime Contractor in or about the construction of the work or improvement and of each subcontractor, licensed by the State of California, who 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. Only one subcontractor shall be listed for each portion of the work, which portion shall be defined in the bid. In each instance, the nature and extent of the work to be sublet shall be described. The failure of the Contractor to specify a subcontractor, or the listing of more than one subcontractor for the same portion of the work, constitutes an agreement by the Contractor that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

2. Section 3-4, "Changed Conditions" Section 3-4 of said "Greenbook Specifications" is amended to read:

All loss or damage arising out of the nature of the work to be done under the contact, or from any unforeseen obstructions or difficulties which may be encountered during the progress of the work and in the prosecution of the same, or from the action of the elements (except as otherwise provided in Section 6-6 hereof) or from encumbrances on the line of the work, shall be sustained by the Contractor.

3. Section 4-1.1, "General" Section 4-1.1 of said "Greenbook Specifications" is amended to read:

No materials, supplies or equipment for the work under this contract shall be purchased subject to any chattel, mortgage or under a conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials,
supplies and equipment installed and incorporated in the work, and agrees upon
completion of all work to deliver the premises, together with all improvements and
appurtenances constructed or placed thereon by him, to the City free from any
claims, liens, encumbrances or charges, and further agrees that neither he nor any
person, firm, or corporation furnishing any material or labor for any work covered by
the contract shall have any right to a lien upon the premises or any improvement or
appurtenances thereon, provided that this shall not preclude the Contractor from
installing metering devices or other equipment of utility companies the title of which is
commonly retained by the utility company. Nothing contained in this article, however,
shall defeat or impair the right of such persons furnishing materials or labor under
any bond given by the Contractor for their protection of any right under any law
permitting such persons to look to funds due the Contractor, in the hands of the City.
The provisions of this article shall be inserted in all subcontracts and material
contracts, and notices of its provisions and material contracts, and notices of its
provisions shall be given to all persons furnishing materials for the work when no
formal contract is entered into for such materials.

4. **Section 6-9, “Liquidated Damages”** Section 6-9 of said "Greenbook Specifications" is
amended to read:

It is agreed by the parties to the contract that in case all the work called for under the
contract in all parts and requirements is not finished or completed within the number
of calendar days as set forth in the contract, damage will be sustained by the City.
Because it is impracticable and extremely difficult to ascertain and determine the
actual damage which the City will sustain, in the event of and by reason of such
delay, it is therefore agreed that the Contractor will pay to the City $250 for each and
every calendar days delay in finishing the work in excess of the number of days
prescribed.

The Contractor agrees to pay said liquidated damages herein provided for, and
further agrees that the City may deduct the amount thereof from any monies due or
that may become due the Contractor under the contract.

5. **Section 7-2.1, "General"** Section 7-2.1 of said "Greenbook Specifications" is
amended to read:

The Contractor, his agents and employees, shall be bound by and comply with all
applicable provisions of the Labor Code and with Federal, State and local laws
related to labor. Particular attention is directed to:

A. Hours of Labor: Eight hours labor constitutes a legal day's work. The
Contractor shall forfeit, as a penalty to the City, $25.00 for each worker
employed in the execution of the contract by the Contractor or any
subcontractor under him for each calendar day during which such worker is
required or permitted to work more than 8 hours in any one calendar day and
40 hours in any one calendar week in violation of the provisions of the Labor
Code, and in particular, Section 1810 to Section 1815, thereof, inclusive,
except that work performed by employees shall be permitted upon compensation for all hours worked in excess of 8 hours per day and/or 40 hours per week at not less than one and one-half times the basic rate of pay, as provided in said Section 1815.

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

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

C. Prevailing Wage: The Contractor shall comply with Labor Code Section 1775. In accordance with said Section 1775 the Contractor shall forfeit as a penalty to the City, $25.00 for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under the contract by him or by any subcontractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

Pursuant to the provisions of Section 1770 of the Labor Code of the State of California, the City has ascertained the general prevailing rate of wages (Which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification, or type of worker concerned. The Contractor shall pay travel and subsistence payment to each worker as such payments are defined and required in applicable collective bargaining agreements filled in connection with Labor Code Section 1773.8.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage in excess of the 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 his bid, and will not under any circumstances by considered as the basis of a claim against the City on the contract.

D. Contractor's Licensing Laws: Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of Contractors.
E. Apprentices: Attention is directed to the provisions of Section 1777.5 and section 1777.6 of the labor code concerning the employment of apprentices by the contractor or any such subcontractor under him. The Contractor and any subcontractor under him shall comply with the requirements of said sections in the employment of apprentices. Apprentices engaged in the work shall be employed by the contractor or subcontractor only in strict conformity with applicable law, rule or regulation governing the employment of apprentices, including without limitation, Labor Code 1777.5. Employment of apprentices in violation of Labor Code 1777.5 may result in the imposition of sanctions and penalties pursuant to Labor Code 1777.7.

In the awarding of any contract or written order for any public work or improvement, the Director of Public Works/City Engineer, or his/her designee, shall require all contractors and subcontractors offering or agreeing to perform any work on said public improvement to provide proof of participation as a signatory to a recognized apprenticeship and/or training program under Chapter 4 (commencing at Section 3070), Division 3, of the Labor Code of the State of California and certified by the State of California Division of Apprenticeship Standards, where such programs exist for the work to be performed.

They shall also provide information concerning their experience, financial qualifications and ability to perform said contract or subcontract, as well as to whether said contractor or subcontractor possesses, or can obtain the necessary equipment in time to perform said contract or subcontract.

Should the Director of Public Works/City Engineer, or his/her designee, determine that said contractor or any subcontractor is not a signatory to a recognized apprenticeship and/or training program under Chapter 4 (commencing at Section 3070), Division 3, of the Labor Code of the State of California and certified by the State Division of Apprenticeship Standards, where such programs exist for the work to be performed, or he/she does not possess the necessary experience and financial qualifications to perform said contract or subcontract, or that he/she does not possess, or cannot obtain in due time the necessary equipment to perform said contract, the Director of Public Works Engineer, or his/her designee, may reject the bid of any said contractor or subcontractor.

If such determination affects only a subcontractor then the Director of Public Works/City Engineer, or his/her designee, may compel the contractor to substitute a subcontractor who is a signatory to a recognized apprenticeship and/or training program under Chapter 4, (commencing at Section 3070), Division 3, of the Labor Code of the State of California and certified by the State of California Division of Apprenticeship Standards, where such programs exist for the work to be performed, or who, in the opinion of the Director of Public Works/City Engineer, or his/her designee, possess the necessary experience, financial qualifications, and equipment to perform said subcontract.
This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars ($30,000.00).

6. **Section 7-3. "Insurance"** Section 7-3 of said "Greenbook Specifications" is amended to read: See the Contract. Contractor shall require the same of all Subcontractors.

7-3 "Contractor’s Liability and Insurance"

7-3.1 Contractor's Liability: The City, its Council, Engineer, employees or agents 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 workers employees of Contractor or its subcontractors or the public, or for damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the work, except willful misconduct of City, or its agents, servants, or independent Contractors directly responsible to.

Contractor shall hold the City of Canyon Lake, its officers, agents and employees free and harmless from any liability whatsoever, including wrongful death, based or asserted upon any act or omission of principal, its officers, agents, employees or Sub-contractors relating to or in any way connected with or arising from the accomplishment of the work, whether or not such acts or omissions were in furtherance of the work required by the Contract Documents and agrees to defend at his expense, including attorney fees, Owner, City of Canyon Lake, its officers, agents, employees and independent Architect in any legal action based on any such alleged acts or omissions.

7. **Section 7-13. "Laws to Be Observed"** Section 7-13 of said "Greenbook Specifications" is amended to read:

The Contractor shall keep himself fully informed of all existing and future State and Federal laws and county 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 of tribunals having any jurisdiction or authority over same. He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any authority over the work; and shall protect and indemnify the City and all officers and employees thereof connected with the work, including but not limited to the Engineer, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for
the work in relation to any such law, ordinance, regulation, order or decree the Contractor shall forthwith report the same to the engineer in writing.

8. **Section 10. "Other Provisions"** Section 10 is added to said "Greenbook Specifications" to read:

10.1 Responsibility for Work: Until the formal acceptance of the work by the City, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof and shall bear the risk of injury or damage to any part thereof by the action of 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 before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages as are occasioned by acts of the federal government or the public enemy. In case of suspension of work from any cause whatever, the Contractor shall be responsible for all materials and shall properly store them if necessary and shall erect temporary structure where necessary. Any other provisions of this contract to the contrary notwithstanding, to the extent required by Chapter 2.5 (commencing with Section 4150) of Division 5 of Title I of the Government Code, the Contractor shall not be responsible for the cost of repairing, or restoring damage to the work caused by an act of God as that phrase is defined in Government Code 4151 (b).

The City will not be held responsible for the care or protection of any material or parts of the work prior to the final acceptance except as expressly provided in these specifications. The City will not be responsible for any changes in the Contractor's operations due to encountering obstructions which may interfere with the work.

10.2 Provisions for Emergencies: Unusual conditions may arise on the work which will require that immediate and unusual provision be made to protect the public from danger or loss or damage to life and property, due directly or indirectly to the prosecution of the work, and it is part of the service required of the Contractor to make such provisions and to furnish such protection.

The Contractor shall use such foresight and shall take such steps and precautions as his operations make necessary to protect the public from danger or damage, or loss of life or property, which would result from the interruption or contamination of public water supply, irrigation or other public service, or from the failure of partly completed work.

Whenever, in the opinion of the engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the safety of the public or the protection of utilities or of adjacent structures or property which may be injured by process of construction on account of such neglect; and whenever in the opinion of the engineer, immediate action shall be considered necessary in order to protect the public or private, personal or property interests, or prevent likely loss of human life or damage on account of the operations under the contract, then and in the event the Engineer may provide suitable protection to
said interest by causing such work to be done and material to be furnished as, in the opinion of the engineer, may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as may be deemed necessary, shall be borne by the Contractor, and if he shall not pay said cost and expense upon presentation of the bills therefore, duly certified by the engineer, then said cost and expense will be paid by the City and shall thereafter be deducted from any amounts due, or which become due said Contractor. Failure of the City, however, to take such precautionary measure, shall not relieve the Contractor of his full responsibility for public safety.

The foregoing provisions are in additional to and not in limitation of any other rights or remedies available to the City.

10.3 Guarantees: Besides guarantees required elsewhere, the Contractor shall and hereby does guarantee all work for a period of one (1) year after the date of acceptance of the work by the City and shall repair and replace any and all such work by the City and shall repair and replace any and all such work, together with any other work which may be displaced in so doing, that may prove defective in workmanship and/or materials within the one (1) year period from date of acceptance, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted. In the event of failure to comply with the above mentioned conditions within a week after being notified in writing, the City hereby authorized to proceed to have the defects repaired and made good at the expense of the Contractor, who hereby agrees to pay the cost and charges therefore immediately on demand.

9. "Environmental Provisions" The Contractor shall, as appropriate, comply with all provisions of Public Contracts Code Section 7104 (SB1470). The requirements of this code are summarized as follows: In the event Contractor is required to dig any trench or excavation that extends deeper than four feet below the surface in order to perform the work authorized under this contact, Contractor agrees to promptly notify City in writing and before further disturbing the site if any of the conditions set forth below are discovered:

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

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

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in this Contract.

(a) City agrees to promptly investigate the conditions, and if City finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for,
performance of any part of the work, shall issue a change order under the procedures described in this Contract.

(b) That, in the event a dispute arises between City and Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for in this Contract, but shall proceed with all work to be performed under the Contract.

Contractor shall retain any and all rights provided either by this contract or by law which pertain to the resolution of disputes and protests between contracting parties.
SECTION 2 - STANDARD PROVISIONS

PART I - STANDARD CONDITIONS

SP-1-1.00 GENERAL - It is the intent of these General Provisions, Special Provisions, the plans referred to herein and other documents comprising the contract for the Contractor to provide for and include all labor, materials, equipment, plant, tools, transportation, insurance, bonds, sales taxes, permits, temporary protection, traffic control, watchmen, superintendence and other work necessary to construct and complete all work specified herein, including all addenda and change orders.

The contract documents are complementary, and a requirement in one is as binding as though occurring in all. They are intended to be cooperative, to describe and provide for a complete work.

SP-1-1.01 STANDARD SPECIFICATIONS - The specifications entitled, Standard Specifications for Public Works Construction (Greenbook Specifications), latest edition, as amended, in these Specifications, shall hereinafter be referred to as the Standard Specifications.

All work shall meet all requirements applicable of Federal, State, County and City regulations and codes governing safety, health, welfare, dust and sound control.

SP-1-1.02 DEFINITIONS - Attention is invited to the provisions of Section 1-2 - "Terms, Definitions, Abbreviations, Units of Measure, and Symbols", of the Standard Specifications and these Special Provisions. Whenever in the contract documents, the following terms are used, the intent and meaning shall be interpreted as follows:

AGENCY City of Canyon Lake
BOARD City Council of the City of Canyon Lake
ENGINEER The City Engineer of City of Canyon Lake his properly authorized agents, such agent acting within the scope of the particular duties entrusted to them.
STATE, STATE OF CALIFORNIA City of Canyon Lake
DIRECTOR OF PUBLIC WORKS Director of Public Works/ City Engineer Of the City of Canyon Lake
LABORATORY The laboratory to be designated by the Engineer to test materials and work involved in the contract.
NOTE TO CONTRACTORS Notice Inviting Bids
Other terms appearing in the plans, Standard Specifications and in these Special Provisions shall have the same intent and meaning specified in Section 1-2, "Terms and Definitions", of the Standard Specifications.

SP-1-1.03 EXAMINATION OF PREMISES - Before bidding on this work, all prospective bidders shall make a careful examination of the jobsite and shall thoroughly familiarize themselves with the requirements of the Contract. By the act of submitting a proposal for the work, the contractor shall be deemed to have made such study and examination and that he is familiar with and accepts all conditions of the site.

SP-1-2.00 SCOPE AND CONTROL OF THE WORK - Attention is invited to the provisions of Section 2 of the Standard Specifications, the amendments in the General Provisions herein and these Special Provisions.

SP-1-2.01 PLANS AND SPECIFICATIONS - Attention is invited to the provisions of Section 2-5, "Plans and Specifications", of the Standard Specifications and these Special Provisions.

The Specifications, drawings, Special Provisions and all supplementary documents are essential parts of the contract, and a requirement in one is as binding as though occurring in all. They are intended to be cooperative, to describe and provide for a complete work.

If, however, the provisions within the documents comprising the contract are in conflict, the provision with the highest precedence shall prevail. The order of precedence shall be as follows:

1. Change Order
2. Letter of interpretation of a contract provision
3. Addendum
4. Bid Specifications
5. Plans
6. Standard Specifications issued by the Director
7. Specifications of Public Works/City Engineer

Provide and maintain in good order at one's work site, a complete set of contract prints. All changes to the contract shall be clearly recorded on this set of prints. At the end of the project, the contractor shall transfer all changes to one (1) set of prints for submission to the City Engineer.

SP-1-2.02 SCHEME OF WORK - The work contemplated in the project consists of furnishing labor, materials, services and equipment for the work described in these Special Provisions and shown on the plans and delineated in the specifications of this project.

SP-1-2.03 STANDARD PLANS - All work shall conform to the Greenbook Standards and shall be considered a part of these plans, and shall be on the jobsite during the entire duration of construction.
SP-1-2.04 TIME LIMIT - The work specified herein shall be completed within forty-five (45) calendar days after commencement date given in the Notice to Proceed.

SP-1-2.05 AWARD AND EXECUTION OF CONTRACT - The Bidder's attention is directed to the provisions of the Information for Bidders and to these Special Provisions for the requirements and conditions concerning award and execution of the Contract. A guaranty form to be signed and delivered to the Agency before acceptance is included in the proposal.

The award of the Contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements described. The award, if made, will be made within ten (10) days after the opening of the bids. All bids will be compared on the basis of the Engineer's estimate of quantities of work to be done.

THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

All bonds in the amounts stipulated in the Information for Bidders shall be furnished by the bidder to whom the contract has been awarded and at this own cost and expense. Whenever the City of Canyon Lake has cause to believe that any such bond has become insufficient, a demand in writing may be made of the contractor for such further or additional bond as is considered necessary, considering the extent of the work remaining to be done. Thereafter, no payment shall be made upon such Contract to the contractor or any assignee of the contractor until such further or additional bond has been furnished.

Before commencing any work, the contractor shall obtain insurance required under the General Provisions of these Specifications and show proof of same. Contractor shall not allow any subcontractor to work until similar insurance required of the subcontractor has been obtained and approved by the General Contractor.

The contractor shall, in providing the insurance as provided in Sections 6 and 7 of the General Provisions, include as a provision of the insurance policy, a clause substantially in the following language:

It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof reduced except upon thirty (30) days prior to written notice to the City as evidenced by receipt of a registered letter. The insurance policy shall also specify that it is primary insurance and that any insurance held or owned by the designated additional insureds shall be excess thereto and shall not be called upon to cover a loss under said policy.

SP-1-2.06 AUTHORITY OF THE CITY ENGINEER - The City Engineer shall decide all questions as to the quality or acceptability of the work performed and to the manner or performance and rate of progress of the work, all questions as to the acceptable fulfillment of the contract on the part of the contractor, and all questions as to compensation. His decision shall be final and he shall have authority to enforce and make effective such decisions and orders which the contractor fails to carry out promptly. Attention is invited to the provisions of Section 2-10 of the Greenbook Specifications.
SP-1-2.07 SUBCONTRACT - Attention is directed to the provisions of Section 2-3, "Subcontracts", of the Greenbook Specifications as amended in the General Provisions herein and these Special Provisions.

A sheet for listing subcontractors, as required, is included in the proposal.

The Contract documents shall not create any contractual relation between any subcontractor and the City. Contractor agrees that he is fully responsible to the City for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

SP-1-3.00 CHANGES IN WORK - All changes in the work, whether requested by the Contractor, initiated by the City and/or caused by changed conditions, shall be undertaken only after the issuance of a change order by the Engineer. Attention is invited to Section 3 of the Greenbook Specifications and the provisions of Paragraph 2 of the General Provisions. In the event of a change order, Contractor shall provide an itemized estimate for review by the City prior to City approval of said change order. Allowable markup for contractor and subcontractor is 20% on labor and 15% on equipment and materials. Mark-up of the prime contractor on subcontractor work covered under a change order shall not exceed 5% and 1% for additional bond.

SP-1-4.00 CONTROL OF MATERIALS AND WORKMANSHIP - All materials, parts and equipment furnished by the Contractor in the work shall be new, high grade and free from defects. Quality of work shall be in accordance with generally accepted standards. Attention is invited to Section 4 of the Standard Specifications and the provisions of Paragraph 3 of the General Provisions. No used or secondhand materials, parts and equipment shall be incorporated in the project unless specifically permitted in writing by the Engineer.

SP-1-4.01 TESTS OF MATERIALS AND WORKMANSHIP - All materials shall first be tested and satisfactorily passed in accordance with the requirements of the plans and these specifications, before incorporating said material in the work. Materials placed otherwise shall be considered defective and will be subject to rejection. The cost of testing of materials and workmanship shall be at the expense of the Contractor. The cost of re-testing of materials and workmanship shall be at the expense of the contractor. The contractor, at his expense, shall deliver materials for testing to the place and at the time designated by the Engineer. Attention is invited to Section 4-1.4, "Test of Materials", of the Greenbook Specifications.

SP-1-4.02 LABORATORY - The Contractor shall make all arrangements with a laboratory to conduct the test requirements for the project. The Contractor shall render all necessary assistance to the personnel of said laboratory to facilitate the inspection and testing of materials. Request for inspection and/or testing shall be made at least twenty-four (24) hours in advance.

SP-1-5.00 UTILITIES - The existence and location of utility structures and facilities are shown on the plans or in the Special Provisions according to records and information available to the City. Attention is called to the fact of the possible existence of other utility facilities or structures not known to the City or in a location different from that shown on the plans or in the Special Provisions. The contractor is required to ascertain the location of all underground utility structures and facilities prior to doing work that may damage such structures and facilities, including those not shown, or interfere with their service and to take such precautionary
measures in the course of said work to prevent such damage or interference. Attention is invited to Section 5 of the Greenbook Specifications. If the contractor, while performing the work under the contract, discovers utility structures or facilities not identified in the plans or specifications or shown differently, he shall immediately notify the City in writing of such discovery and allow the City 48 hours to advise. Contractor shall continue with his work on other areas and provide utility purveyors adequate time to resolve the conflict or continue work if in the opinion of the City and utility purveyors, the construction will not impact these utilities.

SP-1-6.00 PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK - Attention is invited to Section 6 of the Greenbook Specifications and these Special Provisions.

SP-1-6.01 PROGRESS SCHEDULE - After notification of award and prior to starting any work, the contractor shall submit to the Engineer for approval his proposed construction schedule. Attention is invited to Section 6-1 of the Greenbook Specifications. The proposed construction schedule shall be submitted on or before the date set for the preconstruction meeting between City and contractor’s staff and representatives of utility companies.

SP-1-6.02 BEGINNING OF WORK - The contractor shall begin work in January 2018. If for some reason the City does not authorize the work to begin in January 2018, the work shall begin on the date specified by the City.

SP-1-6.03 TIME OF COMPLETION - The contract time shall commence upon the date of issuance of the Notice to Proceed and shall continue for a period stated in the Proposal. The contractor shall diligently prosecute the project and complete all work within the contract time. Contractor agrees that failure to complete the project within the contract time shall subject him to the liquidated damages provided herein. Attention is invited to Section 6-7 of the Greenbook Specifications.

SP-1-6.04 PROSECUTION OF WORK - The contractor shall give his personal attention to the fulfillment of the contract and shall keep the work under his control. All persons engaged in the project shall be considered by the City as employees of the contractor and he shall be held responsible for their work subject to the provisions of the contract and specifications. The contractor shall prosecute the work vigorously and diligently until completed with the minimum inconvenience and hazard to the public. Streets and other improvements in the work area shall be restored to their original condition and former state of usefulness as soon as practicable. Attention is invited to the provisions of Section 6-2 of the Greenbook Specifications.

SP-1-6.05 TEMPORARY SUSPENSION OF WORK - The City Engineer shall have the authority to suspend the work wholly, or in part, for such period as he may deem necessary due to unsuitable weather or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he may deem necessary due to the failure on the part of the contractor to carry out orders given, or to perform the work in accordance with these Specifications. The contractor shall immediately comply with the written order of the City Engineer to suspend the 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 City Engineer.

In the event of a suspension of work under any of the conditions above set forth such suspension of work shall not relieve the contractor of his responsibilities as set forth under these Specifications.
SP-1-6.06 SUSPENSION OF CONTRACT - If at any time in the opinion of the City Engineer, the contractor has failed to supply adequate working force or material of proper quality or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing will be served upon him; and should he neglect or refuse to provide means for a satisfactory compliance with the contract, as directed by the City Engineer, within the time specified in such notice, the City in any such case shall have the power to suspend the operation of the contract:

Attention is invited to the provisions of Section 6-3 of the Greenbook Specifications. Upon receiving notice of such suspension, the contractor shall discontinue said work, or such parts of it as the City may designate. Upon such suspension the contractor's control shall terminate and thereupon the City or its duly authorized representative may take possession of all or any part of the contractor's materials, tools, equipment and appliances upon the premises, and use the same for the purpose of completing said contract, and hire such force and buy or rent such additional machinery, tools, equipment and appliances at the contractor's expense as may be necessary for the proper conduct of the work and for completion, employ other parties to carry the contract to completion, or may employ the necessary workman, substitute other machinery or materials, and purchase the materials contracted for, in such manner as the City may deem proper; or the City may annul and cancel the contract and relate the work or any part thereof. Any excess cost arising therefrom over and above the contract price shall be charged against the contractor and his sureties, who shall be liable therefore. In the event of such suspensions, all monies due the contractor or retained under the terms of this contract shall be forfeited to the City; but such forfeiture shall not release the contractor or his sureties from liability for failure to fulfill the contract. The contractor and his sureties shall be credited with the amount of money so forfeited toward any excess of cost over the above contract price, arising from the suspension of the operation of the Contract and the completion of the work by the City as above provided, and the contractor shall 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 or annulment thereof, the decision of the City Council shall be binding on all parties to the contract.

SP-1-6.07 TERMINATION OF CONTRACT - Subject to all applicable provisions of these specifications and/or the contract, the Engineer is hereby empowered to direct the time and date of delivery of materials at the site of work and direct the time, rate and sequence of work. If contractor fails to begin delivery of material and equipment or to commence work within the time specified herein, and/or in the contract, or to maintain the rates of delivery of material, or to execute the work in a manner and at such locations as directed by the Engineer, or fails to maintain the approved progress schedule in such manner as well, in the judgment of the Engineer, inure to the interests of the City, or, if in the judgment of the Engineer, the contractor is not carrying out the provisions of the contract in their true intent and meaning, written notice by the City Engineer may be served upon him and the Surety on his faithful performance bond demanding a satisfactory compliance with the contract, and with these specifications. If the contractor and/or his Surety refuses or neglects to comply with such notice within five (5) days after receiving same, or after commencing so to do, fails to continue so to do, or has assigned or sublet the contract without the consent of the Engineer, then the Engineer may exclude him from the premises and take possession thereof, together with all material and equipment thereon, and may complete the work itself, either by force account, or by letting the unfinished
portion of the work to another contractor or by a combination of such methods. In any event, the cost of the completion of said work shall be a charge against the contractor and his Surety and may be deducted from any money due or becoming due from the City, and if the sums due under the contract are insufficient, said contractor and/or his Surety shall pay to the City within five (5) days after the completion of the work all of such cost in excess of the contract price.

The Surety, in the event that it assumes part of the work, shall take the contractor's place in this contract in all respects for that part and shall be paid by the City for all work performed by it in accordance with the terms of this contract. If the Surety assumes the entire contract, all monies remaining due the contractor at the time of his default shall be made payable to the Surety as the work progresses, subject to the terms of the contract.

**SP-1-6.08 LIQUIDATED DAMAGES** - It is hereby understood and mutually agreed by and between the contractor and the City, that the date of beginning and the time of completion as specified in the contract of the work to be done hereunder are essential conditions of this contract. Attention is invited to Section 6-9 of the Greenbook Specifications as amended in Paragraph 4 of the General Provisions.

The contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the contractor and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the said contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then the contractor does hereby agree, as a part consideration for the awarding this contract, to pay to the City of Canyon Lake the amount of liquidated damages stipulated in Paragraph 4 of the General Provisions for each and every calendar day that the contractor shall be in default after the time stipulated in the contract for completing the work, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth.

The said amount is fixed and agreed upon by and between the contractor and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain, and said amount agreed to be the amount of damages which the City would sustain and said amount shall be retained from time to time by the City from current periodical estimates.

**SP-1-7.00 RESPONSIBILITIES OF THE CONTRACTOR** - Attention is invited to Section 7 of the Greenbook Specifications as amended in the General Provisions and the provisions of these Special Provisions. The contractor shall keep himself fully informed of all existing and future State and Federal laws and county 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, and shall cause all his agents and employees to observe comply with all such existing and future laws, ordinances, regulations, orders and decrees of bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the City, and all officers and employees thereof connected with the work; including but not limited to the City Engineer, against any claim or liability arising from or based on the violation of any such law,
ordinances, regulation, order, or decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, drawing, specifications, or contract for the work in relation to any such law, ordinance, regulation, order or decree, the contractor shall forthwith report the same to the Engineer in writing.

SP-1-7.01 ASSUMPTION OF RISK - During the progress of the work, the City of Canyon Lake will 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 to any person or persons, either workmen or the public; for damage to adjoining property from any cause which might have been prevented by the contractor, or his workmen, or anyone employed by him; against all of which injuries or damages to persons and property the contractor having control over such work must properly guard. The contractor shall be responsible for any damage to any person or property resulting from defects or obstructions or from any causes whatsoever during the progress of the work or at any time before its completion and final acceptance, and shall indemnify and save harmless the City of Canyon Lake and/or its officers and/or its employees from all suits or actions of every name and description, brought for, or on account of any injuries or damages received or sustained by any person or persons, by or from the Contractor, his agents, in the construction of the work or by or in consequence of any negligence in guarding the same, in improper materials used in its construction, or by or on account of any act or omission of the contractor or his agents.

SP-1-7.02 LABOR - Attention is invited to the provisions of Section 7-2 of the Greenbook Specifications as amended in Paragraph 5 of the General Provisions.

SP-1-7.03 LIABILITY INSURANCE - Attention is invited to the provisions of Section 7-3 of the Greenbook Specifications as amended in Paragraph 6 of the General Provisions.

SP-1-7.04 WORKER'S COMPENSATION INSURANCE - Attention is invited to the provisions of Section 7-3.3 of the Greenbook Specifications as amended in Paragraph 7 of the General Provisions.

SP-1-7.05 PERMITS AND INSPECTION – If applicable, the contractor shall obtain a no-fee excavation permit before proceeding with any work on the project. The contractor shall call for inspections at the different stages of the work as required by the City of Canyon Lake Public Works Inspector. Any portion of the project completed without these required inspections shall be considered as defective and the City reserves the right to reject the affected portion of the work. The contractor shall remove rejected portion of the work upon instruction by the City without additional compensation.

City inspectors work from 7:30 a.m. until 5:00 p.m., Monday through Friday. Inspections outside these hours and legal holidays may be available through appointments approved by City Engineer only, and inspector's time will be billed to the contractor at the rate of $85.00 per hour. This does not apply for work at intersections where the traffic control plans call for work to take place outside of these hours.

SP-1-7.06 CONTRACTOR'S REPRESENTATIVE - On or before the preconstruction meeting, the contractor shall designate, in writing, a representative who shall have complete
authority to act for him. An alternate representative may also be designated. The representative or alternate shall be present at all times at the worksite whenever work is in progress or whenever actions of the elements require his presence to take measures necessary to protect the work, persons or property. Attention is invited to Section 7-6 of the Green book Specifications.

SP-1-7.07 COOPERATION AND COLLATERAL WORK - Attention is directed to Section 7-7 of the Green book Specifications and these Special Provisions.

Construction work by other contractors may be underway within or adjacent to the worksite specified herein. For this reason, the contractor shall cooperate with all such other contractors to the end that any delay or hindrance to their work shall be avoided, or conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor shall be responsible to the other for all damage to work, to persons or property caused to the other by his operations, and for loss caused the other due to his unnecessary delays or failure to finish work within the time specified for completion. The Engineer reserves the right to direct the contractor to perform other or additional work at the worksite at any time in order to better coordinate the different activities on the entire project.

SP-1-7.08 PROJECT APPEARANCE - The contractor shall maintain a neat appearance to the work. Attention is invited to Section 7-8 of the Greenbook Specifications.

In any area visible to the public, the following shall apply:

Broken asphalt concrete, aggregate base and debris developed during removals, shall be disposed of concurrently with its removal.

Dust caused by the passage of public traffic through the work shall be considered as resulting from the contractor's performance of the work.

Whenever the contractor fails to control dust resulting from the performance of the work, the Engineer may cause such dust to be controlled and costs thereby incurred shall be deducted from monies due or to become due the contractor.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

SP-1-7.09 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS - The Contract shall take all necessary precautions to protect in place all existing medians, curb, sidewalk, trees, plants, turf and irrigation lines, etc., not scheduled for removal. The entire cost of replacing and/or repairing said existing improvements shall be borne by the contractor. Attention is directed to the provisions of Section 7-9 of the Greenbook Specifications. Permit conditions, rules and regulations of agencies having jurisdiction over the contractor's operations shall be strictly complied with.

The contractor shall protect existing improvements in place wherever possible. All existing improvements which must be removed for construction shall be restored to an equal or better condition than that of the existing improvements removed or damaged. Restoration of existing
improvements shall be in accordance with the Plans and Specifications and all provisions of the City of Canyon Lake Standard Plans.

The contractor shall preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs which have been placed within the right-of-way.

Full compensation for the work involved in the preservation of property as above specified shall be considered as included in the prices paid for the various contract items of work, and no additional allowance will be made therefore.

**SP-1-7.10 PUBLIC CONVENIENCE** - The contractor shall so conduct his operations to offer the least possible obstruction and inconvenience to the public or to the public traffic. Where existing streets are not available for use as detours, unless otherwise provided in these Special Provisions, all traffic shall be permitted to pass through the work.

Convenience of residents along the street or in the vicinity of the project site shall be provided for as far as practicable. Convenience access to driveways, houses and buildings along the line of the work shall be maintained and temporary approaches to crossings or intersecting streets shall be provided and kept in good condition.

Full compensation for all work involved in providing for public convenience as set forth in this section shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefore.

**SP-1-7.11 PUBLIC SAFETY** - The contractor shall furnish, erect, and maintain such fences, barriers, lights and signs as are necessary to give adequate warning to the public at all times that the work is under construction and of any dangerous conditions to be encountered as a result thereof in strict compliance with the latest edition of the "Work Area Traffic Control Handbook"; W.A.T.C.H. Attention is directed to Section 7-10.4 of the Greenbook Specifications as amended in Paragraph 8 of the General Provisions. He shall also erect such warning and directional signs as shown on plans and as requested by the Engineer. This shall include installing and maintaining all items shown on the traffic control plans provided as part of the bid package.

All barricades shall be of substantial construction and painted in a distinctive color or manner so as to be clearly visible to the approaching public.

Should the City place any warning lights or barricades to protect or warn the public of any dangerous condition connected with contractor's operations, contractor shall become liable to the City at the current rental rate per night for each lantern or warning light placed by the City, plus actual labor, equipment rental and overhead costs, with a minimum charge of fifty ($50.00) dollars per day for each obstruction or dangerous condition so barricaded or lighted.

The contractor shall conduct his operations such that fire hydrants, meter vaults, water and gas shut-off valves, and similar facilities are not buried during the course of the work and so as to offer the least possible obstruction and inconvenience to public traffic and to properties along the construction areas.
The contractor shall have at the worksite applicable copies or extracts of Construction Safety Orders.

All trenches next to the traveled way shall be protected from traffic at all times or shall be sufficiently sloped per the inspector.

Full compensation for all work involved in providing for public safety as set forth this section shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefore.

SP-1-7.12 PUBLIC NOTICE - The Contractor shall notify the residents/businesses and schools affected by construction in writing not less than 7 days in advance of commencement of construction or storage of material upon the streets. The notice shall include but not be limited to:

1. The time and date of commencement.
2. A copy of the proposed construction schedule.
3. Date of completion.

In addition to the above, the Contractor shall notify all affected parties if work is to begin on new portions of the project as work proceeds, especially if the work involves changes to the traffic control system.

A copy of this notification shall be approved by the City Engineer prior to its distribution.

Personal vehicles of the contractor's employees shall not be parked on the traveled way at any time, including any section closed to public traffic.

When entering or leaving roadways carrying public traffic, the contractor’s equipment, whether empty or loaded, shall in all cases yield to public traffic.

SP-1-7.13 SOUND CONTROL REQUIREMENTS - If work is permitted for evening and weekends and holidays, the noise level from the contractor's operations, between the hours of 8:00 p.m. and 6:00 a.m., shall not exceed 86 dB at a distance of fifty (50') feet. This requirement in no way relieves the contractor from the responsibility for complying with local ordinances regulating noise level. All other times, noise level shall be in compliance with standards.

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

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

SP-1-7.14 LAWS TO BE OBSERVED - The contractor shall keep himself fully informed of Stated and National laws and County and City ordinances and regulations which in any
manner affect those employed in the work or the materials used for the work or in any way affect the conduct of work. Attention is directed to Section 7.13 of the Greenbook Specifications as amended in Section 9 of the General Provisions.

SP-1-7.15 ADVANCE NOTIFICATION - It shall be the contractor's responsibility to determine and notify those agencies requiring advance notification for inspection or other purposes before beginning construction in any area of concern to said agency. A minimum of forth-eight (48) hours advance notice shall be given to the various agencies before beginning construction in the area, unless specific advance times and requirements are stated in these detailed specifications or required by the agency.

The following entities shall be notified at least seventy-two (72) hours in advance of any street closure or restriction to access by the contractor. Coordination of established service schedules will be available to the contractor at the preconstruction meeting.

Southern California Edison Company (909) 925-5999
Southern California Gas Company (800) 662-9777
Eastern Municipal Water District (909) 928-3777
Frontier California Incorporated (909) 748-6647
Spectrum (951) 232-3664
Elsinore Valley Municipal Water District (909) 674-3146

Any others that are determined by the City Engineer, as necessary to be notified.

It is anticipated that existing utilities will not interfere with the contractor's operations. However, the contractor shall exercise due care to ensure that these utility facilities are not damaged during his operations. The contractor shall call Underground Service Alert (U.S.A.), 800-227-2600, twenty-four (24) hours prior to performing any excavation on this project.

SP-1-7.16 EXPOSURE OF UTILITIES IN ADVANCE OF WORK - It shall be the contractor's responsibility to determine the true location and depth of all utilities and service connections which may be affected by or affect the work. Contractor shall also determine what type, material, and condition of these utilities.

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

SP-1-7.17 INTERPRETATION OF DRAWINGS AND CONTRACT DOCUMENTS - If any person contemplating to submit a bid for the proposed work is in doubt as to the correct and true meaning of any part of the drawings, specifications, or other contract documents, or finds discrepancies in, or omissions from the drawings or specifications, he may submit to the Engineer, a written request for an interpretation or correction thereof. The person submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the document in question will be made by Addendum duly issued and a copy of such Addendum will be mailed or delivered to the aforecited person as well as the other prospective bidders. THE ENGINEER WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR
INTERPRETATION OF THE PLANS, SPECIFICATIONS AND OTHER CONTRACT DOCUMENTS.
PART II -STANDARDS CONSTRUCTION DETAILS

SP-2-1.00 SCOPE OF WORK - The Contractor shall furnish, in accordance with the specifications and drawings, labor, equipment and materials required for completion of the Slurry Seal FY 2017-2018.

SP-2-2.00 SITE OF THE WORK - Site of the work is along Railroad Canyon Road, within the city limits of the City of Canyon Lake, California.

SP-2-3.00 TIME OF COMPLETION - The work shall be completed within forty-five (45) calendar days from start of construction. The time stated for completion includes final cleanup and any testing required. Additional days will be given for days classified as "rain days" by the City Engineer.

SP-2-4.00 LIQUIDATED DAMAGES - As defined in Section 6-9 of the Greenbook Specifications, the amount fixed for liquidated damages for delay in completion is $250.00 per calendar day.

SP-2-5.00 INSURANCE - The Contractor shall, as provided in Paragraph 6 of the General Provisions maintain public liability, vehicle liability and property damage insurance, and bodily injury insurance per Section 7-3 of the Greenback Specifications and as shown in this specification.

SP-2-6.00 PRE-CONSTRUCTION MEETING - The Contractor to whom the contract is awarded shall attend a Pre-Construction Conference at a location and time set by the City Engineer.

SP-2-7.00 CONSTRUCTION MEETINGS - Construction meetings will be held at the jobsite as required and as requested by the Contractor or the City Engineer to coordinate and discuss construction activities. Details regarding jobsite meetings will be arranged at the preconstruction conference.

SP-2-8.00 STANDARD SPECIFICATIONS - Specifications for work shall follow in order of:

A. Bid Specification Package
B. Standard Specifications for Public Works Construction (Greenbook Specifications)

References made to Standard Specifications shall mean the latest edition of the Standard Specifications for Public Works Construction together with supplements. In case of conflicts between plans, specifications and the above standards, the most stringent in the opinion of the City Engineer shall apply.

SP-2-9.00 SPECIFICATIONS FURNISHED TO CONTRACTOR - The Owner will furnish to the successful Contractor, three (3) sets of specifications. Additional quantities of specifications will be furnished at reproduction cost.

SP-2-10.00 SITE INSPECTION AND VERIFICATION OF EXISTING CONDITIONS - It shall be the Contractor's responsibility to make all examinations, and field studies necessary, both surface and sub-surface, to determine the character of materials and geologic and soils
when performing underground work, contractor shall call underground service alert, 811, the one-call underground facility locating service, two working days prior to beginning work on the project. all underground facilities marked in response to the locating phone call shall be hand-dug and exposed prior to any use of power equipment for excavation. if there is any substantial discrepancy between the field locations of underground facilities and those locations shown on the plans, the contractor shall notify the engineer prior to making an excavation.

SP-2-12.00 PROTECTION OF EXISTING FACILITIES - During the installation of work, contractor shall ensure that existing facilities, fences and other structures are all adequately protected, unless otherwise stated in the plans or specifications, and that, upon completion of all work, all facilities that may have been damaged are restored to a condition acceptable to the owner, and no error or omission on said plans shall be construed to relieve the contractor from the responsibility of protecting any such pipe, conduit or other existing utility structure, fence or structure.

SP-2-13.00 EXAMINATION OF SPECIFICATIONS AND SITE OF WORK - The bidder shall examine carefully the site of the work contemplated. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered as to character, quality, and scope of work to be performed, the quantities of materials to be furnished, and as to the requirements of the bid proposal, plans and specifications.

When deemed necessary by the engineer, revisions of the contract drawings and additional detailed drawings will be issued to the contractor during the progress of the work.

The contractor shall inform the engineer a reasonable length of time in advance of the times and places at which he intends to work in order that inspection may be provided, and then the necessary measurements for records and payments may be made with minimum inconvenience.

SP-2-14.00 COMPLIANCE WITH REGULATIONS - The contractor shall familiarize himself and comply with all applicable Federal, State, County and City and Special District rules and regulations pertaining to the job and jobsite safety.

SP-2-15.00 DUST ABATEMENT - The contractor shall furnish all labor, equipment and means required and shall carry out protective measures wherever and as often as necessary in the opinion of the engineer to prevent his operations from producing dust in amounts damaging to property or causing nuisance. The contractor shall be responsible for any damage resulting from dust originating from his operations. The dust abatement measures shall be continued until the contractor has completed the work and the work is accepted by the city whereby he is relieved of further responsibility. All compensation to be received for dust abatement shall be

conditions that will be encountered in the work and to fully determine all existing conditions affecting the project and all related cost factors.

SP-2-11.00 SAFETY - In compliance with generally accepted construction practices, the contractor will be solely and completely responsible for conditions of the jobsite; 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.
included in the unit price paid for other items of work listed on the Bid Form and no additional allowance will be made therefore.

SP-2-17.00 COOPERATION BETWEEN CONTRACTORS - The Contractor shall be required to cooperate fully with all utility and public agency representatives engaged in construction, relocation, altering or otherwise re-arranging any facilities interfering with the progress of the work. Full compensation for any delay or inconvenience to the Contractor's operation due to such operations as described above shall be considered included in the unit price paid for other items of work and no additional allowance will be made therefore.

SP-02-18.00 DAILY CLEANUP AND ACCESS - At the completion of work each day, the Contractor shall leave the work area in a clean, safe condition. Access to all adjacent properties and driveways and intersections shall be maintained at all times.

SP-2-19.00 FINAL CLEANUP - After completion of all other work on the project, and before making application for acceptance of the work, the Contractor shall clean the site of his operations, including any areas under the control of the City that have been used by the Contractor in connection with the work.

SP-2-20.00 MAINTENANCE AND GUARANTEE - As specified in Paragraph 10.3 of the General Provisions, the Contractor shall guarantee the work constructed by him for a period of one year following date of acceptance by the Owner.

SP-2-21.00 PROTECTION OF THE PUBLIC - The following minimum restrictions shall be maintained by the Contractor in the conduct of his work:

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property, or from the failure of partially completed work or partially removed facilities. Conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this Contract.

Whenever, in the opinion of the City Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the City Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this Contract, the City Engineer will order the Contractor to provide a remedy for the unsafe conditions.

If the Contractor fails to act on the situation within a reasonable time period, the City Engineer may provide suitable protection to said interest by causing such work to be done and material to be furnished as, in the opinion of the City Engineer, may seem reasonable and necessary.

The cost and expense of said labor and material together with the cost and expense of such repairs as are deemed necessary shall be borne by the Contractor. All expenses incurred by the City for emergency repairs will be deducted from the progress payments and the final payment
due to the Contractor. However, if the City does take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

SP-2-22.00 HOURS OF WORK - The Contractor shall accomplish all construction work between the hours of 7:00 AM and 5:00 PM during the normal workweek, Monday through Friday, and Saturday between 8:00 AM and 4:00 PM.

Traffic Control may be installed as early as 6:30 AM.

All westbound traffic lane closures are to begin after 9:00 AM.

All eastbound traffic lanes are to be open by 3:00 PM.

The Contractor will coordinate inspections with the Public Works Inspector 48 hours prior to any work being done during evenings or Saturdays. The Contractor shall obtain the approval of the City Engineer if he desires to work outside of the hours stated herein. The Contractor shall reimburse the City for any inspection outside of the City's normal working hours at the rate of $85.00 per hour.

SP-2-23.00 CONTRACTOR'S RESPONSIBILITY - The Contractor shall be responsible to adhere to these specifications as closely as possible. It is the Contractor's responsibility to confer with the City Engineer and to get a written agreement as to the necessary changes prior to performing any work that is not in conformance with these specifications or the contract drawings.

SP-2-24.00 CONSTRUCTION AND ENCROACHMENT PERMITS - The Contractor and his subs shall procure all permits and business licenses pay all charges fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Any costs for these fees and/or permits shall be included in the prices listed in the Bid Form.

It is the responsibility of the Contractor to contact the applicable agencies and make himself knowledgeable and responsible to all of their requirements. The Contractor shall at no additional cost to the City, construct the work in strict accordance with all agencies standards.

SP-2-33.00 CONSTRUCTION MATERIALS AND METHODS:
GENERAL - Contractor shall contact the affected utility companies for information regarding identification, location, and depth of underground utilities.

PRESERVATION OF PROPERTY - Existing improvements in other areas of the property whereon demolition and removal is being performed shall be protected from damage resulting from operations of the Contractor and the Contractor shall be responsible for such damage. In like manner any building, structure, tree, shrub, or other item designated for preservation on the property where demolition and removal is being performed shall be similarly protected and preserved.

DUST CONTROL - The Contractor shall provide such dust laying equipment and methods as may be required to protect adjacent property from annoyance or damage from dust caused by his operations, and failure to control such dust shall be cause for the Engineer to stop the work
until said dust is controlled, and the Contractor shall have no recourse to collect from the Town for any loss of time or expense sustained by him due to such suspension of work.

FURNISHING AND APPLYING WATER - Furnishing and applying water shall be considered as included in the bid price paid for the various contract items of work requiring such water and no additional compensation will be made therefore.

SP-2-35.00 AWARD OF CONTRACT - The award of contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed.
SECTION 3 - SPECIAL PROVISIONS

PART III: CONSTRUCTION – MATERIALS, METHODS, SPECIFICATIONS AND PAYMENT REQUIREMENTS

SP-3-0.00 – DESCRIPTION

In general, this project within the City of Canyon Lake, provides asphaltic concrete pavement replacement and resealing. The project goal is to rehabilitate Railroad Canyon Road within Canyon Lake city limits. Specified sections of pavement along Railroad Canyon are to be ground and removed and replaced with new wear course. All other sections of pavement are to be slurry sealed. The finished roadway shall be striped with thermoplastic paint to match existing traffic lane and marker conditions.

SP-3-0.01 GREENBOOK LANGUAGE MODIFICATION FOR TESTS OF MATERIALS AND WORKMANSHIP - All materials shall first be tested and satisfactorily passed in accordance with the requirements of the plans and these specifications, before incorporating said material in the work. Materials placed otherwise shall be considered defective and will be subject to rejection. The cost of testing of materials and workmanship shall be at the expense of the Contractor. The cost of re-testing of materials and workmanship shall be at the expense of the contractor. The contractor, at his expense, shall deliver materials for testing to the place and at the time designated by the Engineer. Attention is invited to Section 4-1.4, "Test of Materials", of the Greenbook Specifications.

SP-3-0.02 GREENBOOK LANGUAGE MODIFICATION FOR LABORATORY - The Contractor shall make all arrangements with a laboratory to conduct the test requirements for the project. The Contractor shall render all necessary assistance to the personnel of said laboratory to facilitate the inspection and testing of materials. Request for inspection and/or testing shall be made at least twenty-four (24) hours in advance.

SP-3-0.03 SURVEYING – Any surveying, to inspect the job site or necessary to conduct the repairs, shall be conducted at the expense of the Contractor.

SP-3-1.00 - Mobilization

GENERAL- Mobilization shall conform to the provisions of Section 9-3.4 of the Standard Specifications. The scope of work included under mobilization includes:

1. Obtaining and paying for all required bonds, insurance, and permits
2. Moving onto the site of all Contractor’s equipment required for operations
3. Providing on-site sanitary facilities
4. Arranging and erection of Contractor’s work and storage yard
5. Obtaining all required permits and licenses
6. Posting all OSHA required notices
7. Submittal of Construction Schedule, Contractor Contact List, and Notices to Residents for approval
8. Submittal of centerline tie and survey markings inventory
9. Submittal of striping and reflective marker inventory
10. Notification of residents, and businesses
11. Re-notification of residents for all construction schedule changes
12. Clearing and grubbing, and vegetation removal as necessary for construction. No additional payment will be made for disposal of asphalt material containing petromat.
13. Street sweeping as is necessary before and after overlay and slurry placement.
14. Storm drain protection
15. Coordination with utility agencies and waste hauler to avoid conflicts during project activities
16. Restoration of private and public property to existing standard conditions upon demobilization
17. Demobilization

The Contractor shall submit all required resident, business, and school notices to the City at the pre-construction meeting for approval. The contractor shall hand-deliver approved notification to all affected residents, businesses, and schools of construction activities.

The contractor shall submit traffic control plans and project schedules to City staff at the project pre-construction meeting. One lane of traffic shall be open at all times on project streets during construction. Any changes to the traffic control plans and schedules must be submitted to staff 72 hours prior to the scheduled day activity is to occur. Traffic control shall adhere to the current edition of the California Manual of Uniform Traffic Control Devices (CA MUTCD).

**SP-3-1.01 - Notification**

The City shall approve all Notices to Residents, and Notices to Businesses before they are distributed. The contractor shall hand-deliver Notices to Residents regarding the project to affected residents at least two weeks before the project begins construction with a second notice or postings at least 48 hours before construction. **Notices shall include the contractor’s contact information, project times, dates, working hours, and a description of project activities.** Notices shall inform residents of the possible effects of driving through the slurry and/or hot asphalt and onto their properties before the pavement is set. The contractor shall again notify residents forty-eight hours prior to slurry or paving activities on their streets, through the use of hand-delivered flyers and postings. Same-day re-notification of residents is required if major activities change for a particular street, i.e. the street will not be cold milled, paved or slurry sealed the day residents were told it would be. Re-notification shall provide residents on affected streets with the reasons for the schedule change, the new paving schedule, and a Contractor contact for any questions.

The contractor shall notify motorists of impending detours at least forty-eight hours prior to their occurrence, through the use of traffic control devices and postings. This is especially the case with all commercial areas and the detours that may be used for them. Traffic plans shall be submitted at least two weeks prior to construction if commercial areas are involved in the resurfacing.

The Contractor shall notify the Police Department, the Fire Department, the City street sweeper, the City waste hauler, and all utilities of the construction schedule and any changes to it. The Contractor shall notify these same parties of any changes to the construction schedule.
SP-3-1.02 – Mandatory Coordination with Trash Pickup, Street Sweeping, and Mail Delivery Services

The Contractor shall coordinate with the City waste hauler to avoid paving on days when trash will be collected on the project streets. The Contractor shall also coordinate with the City street sweeper to avoid schedule conflicts with construction.

The contractor must also coordinate with the US Post Office to ensure that residents and or business mail will be delivered without interruption.

SP-3-1.03 – Storm Drain Protection

All catch basin and storm drain openings must be protected with felt and sand bags to ensure that there will be no spillage into the City storm drain systems. If applicable, all concrete alley gutters and concrete alley approaches shall be protected from slurry seal emulsion during slurry sealing of alleys with gutters along the alley length.

SP-3-1.04 – Centerline Ties and Survey Monuments

The contractor shall ensure that survey monuments, centerline ties, benchmarks, etc. on any of the project streets are to be inventoried prior to work and protected or restored by a licensed surveyor, at the Contractor’s expense, after work is complete. Copies of centerline tie and other marker location information shall be submitted to the City before the project is closed.

PAYMENT: Work under this item shall be paid for under various bid items. Said price includes full compensation for furnishing all labor, materials, tools, equipment and for doing all the work specified herein. No additional compensation will be paid.

SP-3-2.00 – Traffic Control and Temporary Striping

Traffic control shall conform to the latest edition of the California Manual of Uniform Traffic Control Devices (CA MUTCD) and the stipulations set forth in this article.

The Contractor shall install two changeable message boards two weeks prior to any construction, alerting motorists of the impending work. The message boards shall be placed as follows:

1. At the west City boundary, along Railroad Canyon Road, facing eastbound traffic
2. At the east City boundary, along Railroad Canyon Road, facing westbound traffic

The signs shall announce “Road Construction from [beginning date] to [ending date]” or a similar message.

Contractors shall maintain one lane of traffic in each direction at all times during construction unless otherwise approved by the Engineer. If necessary, and with prior City approval, a combination of flagmen and traffic control devices shall be used to allow two-way traffic with only one lane available. No streets or alleys shall be entirely closed without prior City approval.
Contractor shall ensure that access to portions of streets being slurry sealed is entirely prohibited during installation and drying period. This includes barring any access from driveways of corner residences which have driveway entrances on two different streets—one on a street being slurry sealed and the other entrance on a street not being slurry sealed.

Any work that affects the flow of traffic is required to have a traffic control plan approved prior to performing this type of work. The contractor shall submit traffic control plans and project schedules to City staff at the project pre-construction meeting. Any changes to the traffic control plans and schedules must be submitted to staff 72 hours prior to the scheduled day activity is to occur.

The contractor shall notify motorists of impending detours at least forty-eight hours prior to their occurrence, through the use of traffic control devices and postings.

The Contractor shall provide and maintain all signs, barricades, flashers, delineators and other necessary facilities for the protection of the motoring public within the limits of the construction area. The Contractor shall also post proper signs to notify the public regarding detours and conditions of the roadway, all in accordance with the California Manual of Uniform Traffic Control Devices (CA MUTCD).

Portable delineators shall be spaced as necessary proper delineation of the travel way. If the traffic cones or portable delineators are damaged, or are not in an upright position, from any cause, said cones or portable delineators shall immediately be replaced or restored to their original location, in an upright position, by the Contractor.

The Contractor shall furnish such flagmen as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Flagmen, while on duty, are assigned to give warning to the public that the highway is under construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment in accordance with the current “Instructions to Flagmen” of the Department of Transportation. The equipment shall be furnished and kept clean and in good repair by the Contractor, at his expense.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures as above provided, the Engineer may direct attention to the existence of a hazard, and the necessary warning and protective measures shall be furnished and installed by the Contractor, at his expense. Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish and pay for these devices.

The Contractor shall conduct his operations so as to provide reasonable access to the adjacent properties and have no greater length or quantity of work under construction than he can properly prosecute with a minimum of inconvenience to the public and other contractors engaged on adjacent or related work.

When entering or leaving roadways carrying public traffic, the Contractor’s equipment, whether empty or loaded, shall in all cases yield to public traffic. Spillage resulting from hauling
operations along or across any public traveled way shall be removed immediately by the Contractor at his expense.

Contractor shall furnish and install traffic delineation and markings using paint ("cat tracking"), temporary marking tape, removable reflective tabs, of other approved media on the same working day as existing stripes and legends are lost, including but not limited to stop bars, lane lines and channelizing lines to match pre-existing markings. All cat tracking shall be complete no more than (2) working days after the overlay or slurry seal is applied.

**PAYMENT:** Work under this item shall be paid for under various bid items. Said price includes full compensation for furnishing all labor, materials, tools, equipment and for doing all the work specified herein. No additional compensation will be paid.

**SP-3-3.00 – Cold Mill Existing AC Pavement (3” Uniform)**

**GENERAL:** All work shall conform to Section 302-5.2 of the Standard Specifications. The work shall consist of cold milling existing asphalt concrete pavement, sweeping, and removal and disposal of loosened material.

**PAYMENT:** The cost of all work described above and also including all costs of materials, labor, tools, equipment, and incidentals, and for doing all the work involved, complete in place, shall be included in the contract unit price bid for Bid Item No. 1 – Cold Mill Existing AC Pavement (3” Uniform), and no additional compensation shall be allowed.

**SP-3-4.00 – AC Leveling Course (1”)**

**GENERAL:** All Work shall conform to Sections 200, 203 and 302-5 of the Standard Specifications. The work shall consist of compaction of subgrade to 95% relative compaction, furnishing and placing asphalt concrete, controlling nuisance water, sweeping, watering, removal of loose and broken asphalt concrete pavement and foreign materials, and all other work necessary to complete the asphalt concrete.

Asphalt concrete shall be C2-PG 70-10 conforming to Section 203-6 of the Standard Specifications.

A tack coat shall be furnished by the contractor and applied to all vertical and horizontal joints, between pavement layers, on concrete surfaces, and on existing pavement to be resurfaced, prior to placing the asphalt concrete, in accordance with Section 302-5.4 of the Standard Specifications.

**PAYMENT:** The cost of all work described above and also including all costs of materials, labor, tools, equipment, and incidentals, and for doing all the work involved, complete in place, shall be included in the contract unit price bid for Bid Item No. 2 – AC Leveling Course (1”), and no additional compensation will be allowed. No separate measurement and payment will be made for asphalt tack coat.

**SP-3-5.00 – AC Overlay (2”)**

**GENERAL:** All Work shall conform to Sections 200, 203 and 302-5 of the Standard Specifications. The work shall consist of furnishing and placing asphalt concrete, controlling
nuisance water, sweeping, watering, removal of loose and broken asphalt concrete pavement and foreign materials, and all other work necessary to complete the asphalt concrete.

Asphalt concrete shall be D2-PG 70-10 conforming to Section 203-6 of the Standard Specifications.

A tack coat shall be furnished by the contractor and applied to all vertical and horizontal joints, between pavement layers, on concrete surfaces, and on existing pavement to be resurfaced, prior to placing the asphalt concrete, in accordance with Section 302-5.4 of the Standard Specifications.

**PAYMENT:** The cost of all work described above and also including all costs of materials, labor, tools, equipment, and incidentals, and for doing all the work involved, complete in place, shall be included in the contract unit price bid for Bid Item No. 3 – AC Overlay (2”), and no additional compensation will be allowed. No separate measurement and payment will be made for asphalt tack coat.

**SP-3-6.00 - Type II Slurry Seal**

**GENERAL:** Type II Slurry Seal Contractor shall add black dye to mix to assist the mix in retaining its black look after the product is installed), the unit price per square foot of Slurry Seal area shall include the cost for all the work involved including the following:

1. Preparation of the pavement surface to receive slurry seal this includes weed and grass removal and spray of weed killer, and the cleaning/street sweeping of all streets *(once before construction and once a week for 4 weeks after construction).*
2. Cleaning, removal and proper disposal of slurry material on manholes, valve boxes, and survey monuments and markers.
3. Roadway edge and shoulder clean up, including proper disposal of materials.
4. The Contractor shall remove/reinstall all striping and pavement markers where removed.
5. The Contractor shall sweep the streets before the process and three times (one time every week for three weeks) after the process is complete to remove all debris or as directed by the Engineer.
6. Traffic Control shall be included in all items of work and no additional compensation will be paid.
7. **All starting and stopping points of the slurry process shall have an edge minimum thickness of 1/8” ALWAYS.**

The Contractor shall submit to the City Engineer for approval the Type II Slurry Seal mix proportions and source prior to beginning the work.

The Contractor shall submit to the City Engineer for approval the weed killer to be used.

Type II Slurry Seal *(Polymer Modified Aggregate with Black Dye)* shall conform to the requirements of CALTRANS Standard Specifications (Latest Edition) Section 37-2 “Seal Coats” as modified by the following:
Scope

Slurry Seal shall consist of mixing asphalt emulsion, black aggregate or regular aggregate, and water and spreading the mixture on a surface or pavement as specified in these specifications and the special provisions, and as directed by the Engineer. All starting and stopping points of the slurry process shall have a minimum thickness of 1/8” ALWAYS. Start and stop points not meeting the minimum 1/8” will be rejected.

Materials

The materials for slurry seal immediately prior to mixing shall conform to the following requirements:

(a) Polymer Modified Asphalt Emulsion

Polymer emulsified asphalt shall be a quick traffic, quick cure (QT-QC) type, shall be a homogeneous brown color throughout and show no separation after thorough mixing, shall break and set on the aggregate within five (5) minutes and shall be ready for cross-traffic within fifteen (15) to forty-five (45) minutes.

The polymer asphalt emulsion, upon standing undisturbed for a period of twenty-four (24) hours, shall show no white or milky colored substance on its surface and conform to the requirements in Table 1.

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<thead>
<tr>
<th>Test on Emulsion</th>
<th>Method of Test</th>
<th>Requirement</th>
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<tbody>
<tr>
<td>Viscosity, SSF, @ 77 degrees F, Sec</td>
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<tr>
<td>Penetration, 77 degrees F., 100g, 5s</td>
<td>ASTM D5</td>
<td>40-80</td>
</tr>
<tr>
<td>Softening Point (Ring &amp; Ball) degrees F</td>
<td>ASTM</td>
<td>130</td>
</tr>
<tr>
<td>Ductility, 77 degrees F (25C), 5 cm/Min., Minimum</td>
<td>ASTM D113</td>
<td>25</td>
</tr>
<tr>
<td>Fraass-Breaking Point (degrees C.) min.</td>
<td>DIN 52012</td>
<td>-18</td>
</tr>
</tbody>
</table>

(b) Water

Water shall be potable, free of harmful soluble salts and shall be of such quality that the asphalt will not separate from the emulsion before the slurry seal is in place in the work.
(c) **Aggregate (Black or Regular)**

Aggregate shall consist of sound, durable, crushed stone or crushed gravel and approved mineral filler. The material shall be free from vegetable matter and other deleterious substances. Aggregates shall be 100% crushed with no rounded particles. The percentage composition by weight of the aggregate shall conform to the following grading:

<table>
<thead>
<tr>
<th>Sieve Sizes</th>
<th>Type II</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/8&quot; (9.5-mm)</td>
<td>100</td>
</tr>
<tr>
<td>No. 4 (4.75-mm)</td>
<td>90-100</td>
</tr>
<tr>
<td>No. 8 (2.36-mm)</td>
<td>65-90</td>
</tr>
<tr>
<td>No. 16 (1.18-mm)</td>
<td>40-70</td>
</tr>
<tr>
<td>No. 30 (600-um)</td>
<td>25-50</td>
</tr>
<tr>
<td>No 200 (75-um)</td>
<td>5-15</td>
</tr>
<tr>
<td>Theoretical asphalt content, % based on dry aggregate</td>
<td>7.5-13.5</td>
</tr>
<tr>
<td>Approximate application rate (Pounds/Square Yard)</td>
<td>11-15*</td>
</tr>
</tbody>
</table>

*Average minimum required application rate of 13lbs/SY

The aggregate shall also conform to the following quality requirements:

<table>
<thead>
<tr>
<th>Test</th>
<th>Method of Test</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sand Equivalent or ASTM D2419</td>
<td>California Method 217</td>
<td>0 Min.</td>
</tr>
<tr>
<td>Durability Index</td>
<td>California Method 229</td>
<td>5 Min.</td>
</tr>
</tbody>
</table>

(d) **Polymer**

Styrene Butadiene Rubber latex polymer shall be added to the water/soap phase by injection prior to the mill manufacture of the asphalt emulsion by the emulsion producer. The polymer shall be BASF NX 1118 or approved equal. The amount of polymer solids shall be between 3 and 4 percent of the asphalt residual content and shall be certified by the emulsion producer on each load of emulsion delivered to the job site. **No post or field addition of polymer will be allowed.** Samples of polymer shall be provided and shall conform to the following requirements:
Table 4

<table>
<thead>
<tr>
<th>Test</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Solids, min %</td>
<td>60</td>
</tr>
<tr>
<td>Bound Styrene %</td>
<td>24-60</td>
</tr>
<tr>
<td>PH at 25 Degrees C</td>
<td>4.2-5.2</td>
</tr>
<tr>
<td>Brookfield Viscosity RVT</td>
<td>1000-4000</td>
</tr>
<tr>
<td>Residual Monomer %</td>
<td>0.08 max.</td>
</tr>
</tbody>
</table>

(e) **Mineral Filler**

The mineral filler shall be either Portland Cement or other approved mineral fillers, if required. Portland Cement if used, shall be commercially available Type I-II and shall be free of lumps and clods.

(f) **Mix Design**

At least seven (7) working days before slurry seal placement commences, the Contractor shall submit to the Engineer for approval a laboratory report of tests and proposed mix design covering the specific materials to be used on the project. The percentage of asphalt emulsion proposed in the mix design shall be within the percentage range specified in Section 2.04 “Proportioning.”

A laboratory capable of performing the applicable International Slurry Seal Association (ISSA) tests shall perform the tests and mix design. The proposed slurry seal mixture shall conform to the requirements specified when tested in accordance with the following tests:

Table 5

<table>
<thead>
<tr>
<th>Test</th>
<th>SSA Method</th>
<th>Test Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Slurry Seal Consistency, cm</td>
<td>106</td>
<td>max.</td>
</tr>
<tr>
<td>Wet Stripping</td>
<td>114</td>
<td>ass</td>
</tr>
<tr>
<td>Compatibility</td>
<td>115</td>
<td>ass (a)</td>
</tr>
<tr>
<td>Cohesion Test, kg – cm within 1 hour</td>
<td>139</td>
<td>0 min. (b)</td>
</tr>
<tr>
<td>Wet Track Abrasion, g/sq. ft.</td>
<td>100</td>
<td>5 max.</td>
</tr>
</tbody>
</table>
1. Mixing test must pass at the maximum expected air temperature at the project site during application.

2. Using project source aggregate asphalt emulsion and set-control agents if used.

The laboratory that performed the tests and mix design and shall show the results of the tests on individual materials, comparing the test results to those required by the specifications, shall sign the laboratory report. The report shall clearly show the proportions of aggregate, filler as determined from the tests, minimum and maximum), water (minimum and maximum), asphalt solids content based on the dry weight of aggregate and set-control agent usage. Previous laboratory reports covering the same materials may be accepted provided they are made during the same calendar year. **No work shall begin until the City has reviewed and approved the laboratory reports and mix design for the proposed work.**

(e) Proportioning

Asphalt emulsion shall be added at a rate determined by the mix design and in the range of the table above. A job mix design shall be submitted by the Contractor for approval by the Engineer that conforms to the specification limits and that is will include recommended application rate of slurry to suite the job conditions.

The Slurry Seal mixture shall be proportioned by the operation of a single start/stop switch or lever, which automatically sequences the introduction of aggregate, emulsified asphalt, admixtures, if used, and water to the pug mill. Calibrated flow meters shall be provided to measure both the addition of water and liquid additives to the pug mill. If necessary for workability, a retarding agent, that will not adversely affect the seal, may be used.

Water, and retarder if used, shall be added to ensure proper workability and (a) permit uncontrolled traffic on the slurry seal no more than three (3) hours after placement without the occurrence of bleeding, raveling, separation or other distress; and (b) prevent development of bleeding, raveling, separation of other distress within fifteen (15) days after placing the slurry seal.

(f) Mixing and Spreading Equipment

The slurry seal shall be mixed in a self-propelled mixing machine equipped with a continuous flow pug mill capable of accurately delivering and automatically proportioning the aggregate, emulsified asphalt, water and additives to a double shafted, multi-blade pug mill mixer capable of minimum speeds of 200 revolutions per minute.

A minimum of two operational mixing machines of 12 cubic yard capacity, or larger, shall be maintained on the project. The mixed slurry seal retention time in the pug mill shall be less than three seconds. No retention of mixed
slurry seal shall be allowed within the pug mill by gate shut-off or other mechanical means. Any machines with pug mill retention or shut-off gates shall have them removed prior to being used on this project. The mixing machine shall have sufficient storage capacity of aggregate, emulsified asphalt, and water to maintain an adequate supply to the proportioning controls.

The mixing machine shall be equipped with hydraulic controls for proportioning the material by volume to the mix. Each material control device shall be calibrated, properly marked, preset and lockable at the direction of the engineer. The mixing machine shall be equipped with a water pressure system and nozzle type spray bars to provide water spray immediately ahead of the spreader box.

The mixing machine shall be equipped with an approved fines feeder that provides a uniform, positive, accurately metered, pre-determined amount of a mineral filler, if used, at the same time and location that the aggregate is fed.

The slurry mixture shall be uniformly spread by means of a controlled spreader box conforming to the following requirements:

The spreader shall be capable of spreading a traffic lane width and shall have strips of flexible rubber belting or similar material on each side of the spreader box and in contact with the pavement to prevent loss of slurry from the box. The box shall have baffles, or other suitable devices, to insure uniform application on super-elevated sections and shoulder slopes.

Spreader boxes shall be maintained in such a manner as to prevent chatter (wash boarding) or other surface defects that will affect the esthetic value of the finished slurry seal mat.

The rear flexible strike-off blade shall make close contact with the pavement and shall be capable of being adjusted to the various crown shapes so as to apply a uniform slurry seal.

Slurry mixture, to be spread in areas inaccessible to the controlled spreader box, may be spread by other approved methods.

(g) Placing

The slurry seal shall be applied at a minimum average rate of 13 pounds per square yard but not less than 12 pounds per square yard. The slurry seal shall not be placed if either the pavement or the air temperature is below 55 degrees F (13C) and falling, but may be applied when both the air and pavement temperature is 45 degrees F (7C) or above and rising. The mixture shall not be applied if high relative humidity prolongs the curing beyond a reasonable time.
Before placing the slurry seal, the pavement surface shall be cleaned by sweeping, flushing or other means necessary to remove all loose particles of paving, all dirt and all other extraneous material.

Immediately before commencing the slurry seal operations, all surface metal utility covers (including survey monuments) shall be protected by thoroughly covering the surface with an appropriate adhesive and paper or plastic. No adhesive material shall be permitted to cover, seal or fill the joint between the frame and cover of the structure. Covers are to be uncovered and cleaned of slurry material by the end of the same workday.

Hand tools shall be available in order to remove spillage. Ridges or bumps in the finished surface will not be permitted. The mixture shall be uniform and homogeneous after spreading on the existing surface and shall not show separation of the emulsion and aggregate after setting.

All starting and stopping points of the slurry process shall have a minimum thickness of 1/8” ALWAYS. Start and stop points not meeting the minimum 1/8” will be rejected.

Adequate means shall be provided to protect the slurry seal from damage from traffic until such time that the mixture has cured sufficiently so that the slurry seal will not adhere to and be picked by the tires of the vehicles.

For the purpose of this project, the construction zone is defined to include all stockpile staging areas and travel routes to/from streets where the slurry seal is to be applied.

The Contractor shall abide, at all times, by the State of California, Department of Transportation’s “Manual of Traffic Controls for Construction and Maintenance Work Zones” as applicable to this project.

Any deviations shall not be made without prior written approval from the project engineer.

(h) Measurement

Slurry seal will be measured and paid for by the square foot for the actual surface areas covered. In order to verify application rates, the Contractor shall supply certified tickets for all materials and provide a calibration for all trucks application devices. All costs associated with determining daily application rates shall be included in the per unit cost for the Slurry Seal application.

(i) Miscellaneous

Immediately prior to placing the slurry seal, all utility covers and exposed survey monuments, markers and tags shall be protected with butcher paper
and a thin layer of 30-mesh sand or by alternative means approved by the Engineer. The application of the slurry seal, all utility covers and exposed survey monuments shall be complete prior to 2:00 PM. No slurry seal shall be applied when the weather forecast indicates a probability of rainfall or when the air or pavement temperature is no higher than 60 degrees and dropping.

The Contractor shall perform a continuous sweeping of the Type II slurry seal a minimum of four times (one time every other week) after the initial application of the slurry. Compensation for this item shall be included in the contract price per square foot specified in the Contract Documents for slurry seal, and shall include full compensation for all work and no additional compensation will be allowed. Contractor shall verify to the Engineer that the specified mix is the applied mix.

48 hours prior to the slurry seal operations, the contractor shall notify all residents, businesses and agencies with an approved written notice detailing the streets and limits of work to be done along, with the hours of work. The contractor shall also post all streets with temporary "No Parking - Tow Away" signs at 75 foot staggered intervals. These signs shall also state the day of the week and hours of no parking.

Immediately before commencing the slurry seal operations, all surface metal utility covers (including survey monuments) shall be protected by thoroughly covering the surface with an appropriate adhesive and paper or plastic. No adhesive material shall be permitted to cover, seal or fill the joint between the frame and cover of the structure. Covers are to be uncovered and cleaned of slurry material by the end of the same work day.

Hand tools shall be available in order to remove spillage. Ridges or bumps in the finished surface will not be permitted. The mixture shall be uniform and homogeneous after spreading on the existing surface and shall not show separation of the emulsion and aggregate after setting.

Adequate means shall be provided to protect the slurry seal from damage from traffic until such time that the mixture has cured sufficiently so that the slurry seal will not adhere to and be picked up by the tires of the vehicles.

The Contractor shall abide, at all times, to the State of California, Department of Transportation's "Manual of Traffic Controls for Construction and Maintenance Work Zones" as applicable to this project.

Any deviations shall not be made without prior written approval from the project engineer.

**SP-3-6.01 – Additional Slurry Sealing Requirements**

Notices to Residents regarding the slurry seal shall inform them of the possible effects of driving on the slurry seal and onto their properties before the slurry seal is dry. The Contractor will ensure that slurry is dry before allowing traffic through slurried areas.

The contractor shall remove all vegetation and any raised pavement markers within the area to be sealed. Immediately before the application of slurry, the pavement surfaces shall be cleaned
by Contractor. All vegetation shall be sprayed with a weed killer by the Contractor. The weed killer shall contain a colored dye and be sprayed at least seven days prior to the slurring of streets. If the weeds are not entirely brown and dead two days before the street's scheduled slurry seal application, than the street shall be sprayed again and rescheduled for slurry seal application on another day.

Cleaning shall be performed by sweeping or other means necessary to remove all loose particles of paving, all dirt, all dead vegetation, and all other extraneous material.

All manholes, utility covers and valve box covers within the area to be sealed shall first be protected by covers, or oiled and cleaned to the satisfaction of the City Inspector after final application of the slurry seal. All concrete surfaces to be joined by the slurry seal with exception of parallel curb and gutter shall be covered with tar paper or other City-approved material.

Raised pavement markers shall be removed and their locations noted for replacing after the slurry sealing.

Each slurry crew shall be composed of a coordinator at the project site at all times, a competent quick-set mixing person, a competent driver and sufficient laborers for any handwork and cleanup, and a minimum of two squeegee persons. Surface oil and grease shall be removed or sealed with emulsified gilsonite or an equivalent material approved by the City Inspector before the application of the slurry seal. In lieu of the specified Sec. 302-4.3.2 slurry shall be applied with a maximum overlap of the concrete gutter of 2" (two inches). Any slurry material exceeding the 2" shall be removed by the Contractor prior to completion of the project. The overlap dimension of the longitudinal lap joint shall not exceed 6" (six inches) unless directed otherwise by the City.

The Contractor shall sweep the streets prior to application of the slurry and again after the slurry has set. The Contractor shall sweep all of the project streets again weekly for four weeks after the last day of slurry seal. Additional sweeping may be required as deemed necessary by the City Inspector and shall be done at no additional cost to the City. Appropriate dust control is required during all sweeping operations.

The sites for stock piling and batching materials shall be clean and free from objectionable material. Arrangements for these sites shall be the responsibility of the Contractor. No equipment or vehicles shall be left on City streets overnight. Best Management Practices shall be followed when stockpiling to ensure that no foreign material will enter the storm drain system as a result of construction.

The Contractor shall have two fully operational mixers for use at the project site at all times. These mixers shall be available for inspection by the City at least 48 hours prior to commencing work.

Prior to applying slurry, the surface to be sealed shall be cleaned by the Contractor unless otherwise specified. Immediately ahead of the mixer, the pavement shall be pre-wetted by a pressure water distribution system equipped with a fog type spray bar which will completely fog the surface of the pavement. The need for application and the rate of application shall be determined by the City Inspector.
The Contractor shall exercise care to prevent slurry from being deposited on other asphalt concrete surfaces and shall remove slurry from surfaces not designated to be sealed at no additional cost to the City. The method of slurry removal shall be approved by the City Inspector.

The Contractor shall, at the direction of the Engineer or City Inspector, repair and reseal all areas of the streets which have not been sealed properly or completely at no additional cost to the City.

The Contractor shall take all necessary measures to protect work and prevent accidents during any and all phases of the work. The Contractor shall repair all damaged slurry as a result of vandalism (i.e. vehicle tracks, footprints, writing, etc.) at no additional cost to the City. If deemed necessary by the City, the Contractor shall repair the defective area in accordance with these Special Provisions.

**All required materials testing will be arranged for by the Contractor. The cost of materials testing will be at the expense of the Contractor.** The cost for retesting as a result of the Contractor’s failure to meet the requirements shall be charged to the Contractor and withheld from final payment.

Any extraneous marks, stains, tire tracks, etc. made on slurry surfaces, concrete curb and gutter, landscaping, and resident driveways and walkways during construction shall be completely removed from all locations before construction is considered final. If the contractor anticipates scheduling specific days to power-wash hardscape, the contractor shall notify City staff and affected residents so that vehicles can be kept away from the driveways and curbs/gutters to be power washed.

One-quarter-inch (1/4”) slurry tabs are allowed. All slurry seal tabs and construction debris shall be picked up and properly discarded before the project can be finaled.

The City shall randomly test the slurry seal throughout the project. Should the slurry seal fail any portion of a test, the City reserves the right to request the re-slurry of streets that were slurry sealed on that test day.

**PAYMENT:** The cost of all work described above and also including all costs of materials, labor, tools, equipment, and incidentals, and for doing all the work involved, complete in place, shall be included in the contract unit price bid for Bid Item No. 4 – Install Type II Slurry Seal, and no additional compensation will be allowed.

**SP-3-7.00 – Remove, Replace and Align Traffic Detector Loop**

**GENERAL:** All work shall conform to Section 86 of the Caltrans Standard Specifications. The work shall consist of disconnect and remove existing detector loops, sawcutting, install new Type ‘E’ Traffic Loop Detector, and connect new detector loop to existing pull box and controller.

**PAYMENT:** The cost of all work described above and also including all costs of materials, labor, tools, equipment, and incidentals, and for doing all the work involved, complete in place, shall be included in the contract unit price bid for Bid Item No. 5 – Remove, Replace and Align Traffic Detector Loop, and no additional compensation will be allowed.
SP-3-8.00 – Crack Sealing: (Approximately 50 LF)

GENERAL: Areas of the existing pavement which show longitudinal and transverse cracks and joints shall be given a thorough treatment of sealing before the process of slurrying. The work of cleaning and filling the cracks and joints shall precede the placing of slurry by at least one day.

Materials – The ingredients of the crack sealant shall conform to the following:

Asphalt rubber to be used shall have a maximum penetration of 150. The minimum proportions of the two materials, by weight, shall be 60% asphalt and 25% of rubber. The granulated crumb rubber shall meet the following requirements:

<table>
<thead>
<tr>
<th>Passing Sieve Percent:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>#8</td>
<td>100</td>
</tr>
<tr>
<td>#10</td>
<td>98 – 100</td>
</tr>
<tr>
<td>#40</td>
<td>0 – 10</td>
</tr>
</tbody>
</table>

The specific gravity of the granulated crumb rubber shall be 1.15 + 0.02. Said rubber shall be free of fabric, wire or other contaminating materials, except that up to 4% of calcium carbonate may be included to prevent particles from sticking together. The asphalt rubber sealant material shall be accompanied by a certificate of compliance from the manufacturer.

Equipment -- The equipment used in the crack sealing process shall conform to the following:

The router shall be so designed to follow random cracks accurately and in accordance with the requirements of the specifications and current Environmental Agency standards. An air compressor capable of a minimum of 85 to 150 cfm shall be used. The asphalt-rubber sealant machine shall have an oil jacketed pump heat transfer oil circulation system with a minimum of 200 gallons and an agitation system. There shall be a positive pumping system on the machine. The machine shall have a minimum melting capacity of 100 gallons per hour.

Application -- The application process used to seal the cracks shall conform to the following:

Random cracks equal to or greater than 1/8” wide up to and including cracks ¾” wide will be routed clean and free from all dirt, debris, and vegetation by mechanical means to a minimum width of ½” wide and ½” deep. Cracks greater than ¾” wide shall be blown clean and free from all dirt, debris, and vegetation with compressed air of not less than 100 psi. Cracks less than 1/8” wide and badly fatigued shall not be sealed under this work. All routed material, vegetation, and foreign debris shall be blown and/or removed from the cracks. All cracks shall be free from moisture.

The routed and cleaned cracks shall be filled with the specified sealant from the bottom up to the surface in such a manner that does not result in sealant bridging or entrapped air pockets. With larger cracks, settlement and temperature shrinkage may occur, thus requiring a second application to bring the material up to the surface. Immediately after material installation, the material shall be squeegeed as level as possible. Poorly squeegeed material and crack filled...
material that separates from the crack shall be rejected. Because of the nature of the material, there may be a variance above or below the pavement level.

A power sweeper shall be used to sweep up all excess material and debris created by the routing and blowing process on a daily basis. The Contractor shall prevent the crack seal materials from being deposited on all existing facilities and/or improvements and shall remove any splattering or spillage.

The Contractor shall provide such flagmen and barricades as required to protect the uncured crack seal materials from vehicular traffic. Any damage to the uncured crack seal materials shall be the responsibility of the Contractor. The Contractor shall have a sufficient number of men on the job at all times to properly protect the freshly laid material and to correct any irregularities resulting from spillage, unsatisfactory materials, or any other inconsistency as the work progresses. All discrepancies encountered in the application of crack seal materials shall be immediately corrected to the satisfaction of the Engineer.

**PAYMENT:** The cost of all work described above and also including all costs of materials, labor, tools, equipment, and incidentals, and for doing all the work involved, complete in place, shall be included in the contract unit price bid for Bid Item No. 6 – Crack Sealing- (Approximately 50 LF), and no additional compensation will be allowed.

**SP-3-8.00:**

- Traffic Striping- Remove Existing Striping
- Thermoplastic Striping- 4" Lane Line
- Thermoplastic Striping- 4" Channelization Line
- Thermoplastic Striping- Double Yellow Median Stripe
- Thermoplastic Striping- 6" Bike Lane Line
- Thermoplastic Striping- 8" Limit Line
- Thermoplastic Striping- 8" Channelization Line
- Thermoplastic Striping- 12" Limit Line or Crosswalk Marking
- Thermoplastic Striping- CA-MUTCD Type IV (Turn Arrows- L & R)
- Thermoplastic Striping- U-Turn Arrows
- Thermoplastic Striping- Pavement Marking "SIGNAL AHEAD"
- Thermoplastic Striping- Pavement Marking "BIKE LANE" Letters and Arrow
- Raised Pavement Markers

**GENERAL:** All work shall conform to Section 84 of the Caltrans Standard Specifications, latest edition, and the latest edition of the CA MUTCD. The work shall consist of removal of all existing striping, markings, and raised pavement markers prior to applying chip seal, and install new striping, markings, and pavement markers as shown on the project plans. Thermoplastic material shall be applied by extrusion method in a single uniform layer.

Traffic stripes and pavement markings, including median nose markings, shall be thermoplastic and shall conform to Section 84-2 of the Caltrans Standard Specifications.

Existing traffic striping and markings that do not conform to plans shall be removed by wet sandblasting.
At the pre-construction meeting or prior to any slurry sealing/cold milling taking place, the Contractor shall submit to the City an inventory of existing striping and pavement markings. Photographs of the existing striping and markings are to be included in the inventory. The inventory shall include both the existing and missing locations of fire hydrant blue pavement reflectors and shall be in a Microsoft Excel format as provided by the City. Upon approval of the inventory, the Contractor shall reinstall striping and pavement markings in accordance with the approved plan, except for modifying existing striping and markings as listed below:

1. All catch basin grate obstruction markings (4” white line) shall be repainted per CA MUTCD Figure 9C-8

The Contractor shall furnish the necessary control points for all striping and markings, and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer. Spotting shall be completed prior to the removal of any existing stripes. Existing striping and markings shall be removed prior to applying the new material, but in no case shall any section of street be left without the proper striping for more than twenty-four (24) hours, or over weekends or holidays.

All traffic striping, including thermoplastic stripes, will be measured by linear foot along the line of the traffic stripes without deductions for gaps in broken traffic stripes. A double traffic stripe (Caltrans Detail 22), consisting of two 4” wide yellow stripes, will be measured as two traffic stripes. Reflective raised pavement markers shown in those Caltrans Details and Fire Hydrant markers shall be included in the traffic stripes and no separate measurement and payment will be allowed. Thermoplastic pavement markings will be measured by set. A “STOP” marking, consisting of four letters, will be measured as one set, “SCHOOL” markings, consisting of 6 letters, will be measured as one sets. Raised median marking for each median nose will be measured as one set.

Striping shall be placed on project-treated pavement no sooner than 7 days after treatment is placed and no longer than 15 days after the treatment is placed. Paving treatments such as asphalt overlay, slurries or microsurfacing needs to cure 7 days so it does not discolor the striping but for traffic safety (Public Health and Safety), striping should be placed between 7 and 15 days. Liquidated Damages will apply to this section individually such that if the striping is not placed between 7 and 15 days, each day beyond the 15th day will result in the City charging Liquidated Damages for each day until the striping is completed.

**PAYMENT:** The contract price paid for “Traffic Striping, Pavement Markings, Thermoplastic Striping and Raised Pavement Markers as listed above shall be paid for by the type and unit stated in the Specifications”, and shall include full compensation for furnishing all labor, materials and for doing all work involved in the removal and installation of the pavement striping, reflective pavement markers and to replace all pavement markings as existed prior to the construction and per the Caltrans requirements on the date of the Notice Inviting Bids and as directed by the Engineer, and no additional compensation will be allowed therefore. Lane striping and reflective pavement markers shall be paid for at the contract unit prices per linear foot. Cost for removing, furnishing and installing fire hydrant location two-way blue reflective pavement markers and reflective lane markers shall be considered as included in
the unit price bid for pavement surfacing items and no additional compensation shall be allowed therefore.

This Contract and Agreement, is made and effective this ____ day of _____ 2018, by and between the City of Canyon Lake, a California general law City ("CITY"), located at 31516 Railroad Canyon Road, Canyon Lake, CA 92587, and ___________________________ ("CONTRACTOR").

WITNESSETH:

WHEREAS, CITY desires to hire a company to provide slurry seal services pursuant to CITY specifications and duly developed, prepared and implemented a bid for such work; and

WHEREAS, CONTRACTOR submitted the lowest responsive and responsible bid for such services indicating that it has the requisite personnel and experience, and is capable of providing the deliverables for as the CITY as set out in the PROPOSAL FOR SLURRY SEAL FY 2017-2018;

NOW, THEREFORE, it is mutually understood and agreed by CITY and CONTRACTOR as follows:

ARTICLE 1. COMPLETE AGREEMENT

A. The complete Agreement shall consist of the following component parts: This Agreement, and Amendments, if any; the Notice Inviting Bids; the Bid Terms and Conditions and Instructions to Bidders; the signed Bid Proposal, the Subcontractor List if a portion of the work is to be performed by a subcontractor, the non-collusion Affidavit, the accepted CONTRACTOR's bid, dated February 21, 2018, including all attached documents; the required bond(s) fully executed, if any; each of the component parts of the bid documents; and the addenda, if any. Agreement between CITY and CONTRACTOR and the said other documents are as fully a part of this Agreement as if hereto attached or herein repeated.

This instrument and the other documents mentioned above in this Article 1 constitute the complete and exclusive statement of the term(s) and condition(s) of the Agreement between CITY and CONTRACTOR and it supersedes all prior representations, understandings, and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other term(s) or condition(s).

B. In the event of any discrepancy between or among the portions of the Agreement Documents, the following shall take precedence: (a) Change Orders/ Amendments/ Modifications; (b) this Agreement; (c) the accepted CONTRACTOR's proposal; (d) Addenda, if any; and (e) the solicitation, if any.

C. CITY's failure to insist in any one or more instances upon CONTRACTOR's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of CITY's right to such performance or to future performance of such term(s) or condition(s) and CONTRACTOR's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon CITY.
except when specifically authorized by signed written amendment to this Agreement issued in accordance with the provisions of this Agreement.

ARTICLE 2.
SCOPE OF WORK

A. CONTRACTOR shall provide all labor, materials, equipment, and services required to perform the Statement of Work attached hereto as the SLURRY SEAL FY 2017-2018 and incorporated herein by this reference.

B. All services and equipment shall be provided at the times and places designated by the CITY.

ARTICLE 3.
TERM

This contract shall commence on ____________, and end or before ______________. City has the option of extending the contract for an additional year after this date, based on the performance of the Contractor. All work shall commence immediately upon receiving a written Notice to Proceed from the CITY.

ARTICLE 4.
MAXIMUM OBLIGATION

Notwithstanding any provisions of this Agreement to the contrary, CITY and CONTRACTOR mutually agree that CITY's maximum cumulative payment obligation hereunder (including, but not limited to obligation for CONTRACTOR's costs and profit), shall be ___________ dollars and ___________ cents ($ AMOUNT) for the Scope of Work which shall include all amounts payable to CONTRACTOR for its labor, subcontracts, leases, materials, equipment, the deliverables, and costs arising from CONTRACTOR's performance of this Agreement. CONTRACTOR exceeds the maximum cumulative amount at its own risk and expense.

ARTICLE 5.
PAYMENT

A. For CONTRACTOR's full and complete performance of its obligations under this Agreement, and subject to the maximum cumulative payment obligation provisions set forth in Article 6 below, CITY shall pay CONTRACTOR for work satisfactorily completed in accordance with the terms of the contract.

B. Monthly Payment CITY shall make payments based on invoices received for services satisfactorily performed.

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to CONTRACTOR of improper payment requests, and
provides for the payment of interest on progress payment requests that are not timely made in accordance with that Article. This agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

A deduction of five percent (5%) shall be made from the estimated value of the work done and fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused, and from the remainder there shall be further deducted any amounts due the City from the Contractor for supplies or materials furnished or services rendered and any other amounts that may be due the City under the terms of the contract. From the balance thus determined shall be deducted the amount of all previous payments and the remainder shall constitute the progress estimate for that month.

Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract, at the request and expense of the CONTRACTOR.

ARTICLE 6.
PREVAILING WAGES

Wage rates for this Project shall be in accordance with the "General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Riverside County. Wage rates shall conform to those posted at the CITY offices and the Project site.

The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1773.8 Travel and Subsistence Pay
2. Section 1774 Prevailing Wage Requirement
3. Section 1775 Penalty for Failure to Comply with Prevailing Wage Rates
4. Section 1776 Payroll Records
5. Section 1777.4 Apprenticeship Requirements
6. Section 1777.5 Apprenticeship Requirements
7. Sections 1810 and 1811 Working Hour Restrictions
8. Section 1813 Penalty for Failure to Pay Overtime
9. Section 1815 Overtime Rate Requirement

ARTICLE 7.
CONTRACTOR'S LICENSE

At the time of the bid submittal, the bidder must have current licenses and certifications as listed below plus any others determined to be applicable. This includes a joint venture formed to submit a bid.

- Class ‘A’ General Engineering Contractor License

Successful Bidder and Subcontractors shall obtain a City Business License, an Encroachment Permit and all applicable permits required by the City of Canyon Lake and by
other agencies of the State and County prior to commencing any work within City limits. The City Business License and permits can be obtained at 31516 Railroad Canyon Road, Canyon Lake, CA 92587.

Furthermore, CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor’s License, issued by the State of California, which is current and in good standing.

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that __________________ whose title is Owner, is authorized to act for and bind the corporation.

ARTICLE 8.
REGISTRATION REQUIREMENTS

Pursuant to Section 1771.1(a) of the Labor Code, CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing. The CONTRACTOR must submit certified payroll prior to any payment for work performed.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) 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.
ARTICLE 9.
NOTICES

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, return receipt requested, or postage prepaid and addressed as follows:

To CITY:
Public Works Department
City of Canyon Lake
31516 Railroad Canyon Road
Canyon Lake, CA 92587

To CONTRACTOR:

ARTICLE 10.
INDEPENDENT CONTRACTOR

CONTRACTOR's relationship to CITY in the performance of this Agreement is that of an independent contractor. CONTRACTOR's personnel performing services under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be considered exclusively to be employees of CONTRACTOR and not employees of CITY. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

ARTICLE 11.
INSURANCE

The bidder shall not commence work under this contract until it has secured all insurance and bonds required nor shall it allow any subcontractor to commence work on this contract until all similar insurance and bonds required of the subcontractor have been obtained. All insurance issued in compliance with this section shall be issued in the form, and be an insurer or insurers, satisfactory to and first approved by the CITY in writing.

Without limiting Contractor's indemnification of CITY, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to CITY.

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not
less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability, and a $2,000,000 completed operations aggregate.

**Automobile liability insurance.** Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

**Umbrella or excess liability insurance.** Contractor shall obtain and maintain an umbrella or excess liability insurance policy with limits of not less than $4,000,000 that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies; and
- Policies shall "follow form" to the underlying primary policies.
- Insured under primary policies shall also be insureds under the umbrella or excess policies.

**Workers' compensation insurance.** Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000) for Contractor's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor’s employees,

Contractor shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY and their officers, officials, agents, employees and authorized volunteers.

**Other provisions or requirements**

**Proof of insurance.** Contractor shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by CITY prior to commencement of performance. Current certification of insurance shall be kept on
file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Duration of coverage.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, their agents, representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

**CITY's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by Contractor or CITY will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, CITY may cancel this Agreement.

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's risk manager.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against CITY and shall require similar written express waivers and insurance clauses from each of its sub-consultants.

**Enforcement of contract provisions (non estoppel).** Contractor acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform Contractor of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

**Notice of cancellation.** Contractor agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
**Additional insured status.** General liability policies shall provide or be endorsed to provide that CITY and their officers, officials, employees, agents and authorized volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

**CITY's right to revise requirements.** The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the CITY and Contractor may renegotiate Contractor’s compensation.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

**Timely notice of claims.** Contractor shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor’s performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

Contractor agrees to provide immediate notice to CITY of any claim or loss against contractor that includes CITY as a defendant. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY. In the event of any loss that is not insured due to the failure of to comply with these requirements, Contractor agrees to be personally responsible for any and all losses, claims, suits, damages, defense obligations and liability of any kind attributed to the CITY, or the CITY’s employees as a result of such failure.

Contractor agrees not to attempt to avoid its defense and indemnity obligations to CITY and its employees, agents, officials and servants by using as a defense contractor’s statutory immunity under workers’ compensation and similar statutes.

Contractor agrees to have its coverage endorsed so that all coverage limits required pursuant to this requirement are available separately for each and every location at which contractor conducts operations of any type on behalf of CITY. Contractor warrants that these limits will not be reduced or exhausted except for losses attributable to those specific locations and not by losses attributable to any other operations of contractor.

Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross-liability exclusions that preclude coverage for suits between contractor and CITY or between CITY and any party associated with CITY or its employees.
For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Agreement.

Contractor agrees that upon request, all agreements with subcontractors or others with whom contractor contracts with on behalf of CITY will be submitted to CITY for review. Contractor acknowledges that such contracts or Agreements may require modification if the insurance requirements do not reflect the requirements herein. Failure of CITY to request copies of such agreement will not impose any liability on CITY, or its employees.

If contractor is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operation are insured

**ARTICLE 12.** CHANGES

By written notice or order, CITY may, from time to time, order work suspension or make changes in the general scope of this Agreement, including, but not limited to, the services furnished to CITY by CONTRACTOR as described in the Scope of Work. If any such work suspension or change causes an increase or decrease in the price of this Agreement or in the time required for its performance, CONTRACTOR shall promptly notify CITY thereof and assert its claim for adjustment within ten (10) days after the change or work suspension is ordered, and an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONTRACTOR from proceeding immediately with the agreement as changed.

**ARTICLE 13.** CONTRACTOR CLAIMS OF $375,000 OR LESS

Claims by the CONTRACTOR relating to the Project for (a) a time extension; (b) money or damages arising from work done by, or on behalf of, the CONTRACTOR on the Project for which payment is not expressly provided for or to which the CONTRACTOR is not otherwise entitled; or (c) an amount that is disputed by the CITY, with a value of Three Hundred Seventy Five Thousand Dollars and 00/100 ($375,000.00) or less, are subject to the claims procedures set forth in California Public Contract Code Sections 20104, et seq., except as otherwise provided in this Contract and California Public Contract Code Sections 20104 through 20104.6, incorporated by reference. Notwithstanding, statutory Govt. Code Claims procedures apply to any dispute that remains unresolved or to amounts in excess of this limit.

Effective January 1, 2017, the provisions of Public Contract Code Section 9204 govern claims by the CONTRACTOR to the CITY. The provisions of Section 9204 are attached as Exhibit A and included by reference.

**ARTICLE 14.** TERMINATION

A. **Termination Prior to Expiration of Term** CITY reserves the right to terminate this Agreement at any time, with or without cause, upon ninety (90) days’ written notice to CONTRACTOR. Upon receipt of any notice of termination, pursuant to this Section,
CONTRACTOR shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. CONTRACTOR shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer.

B. Termination for Default of CONTRACTOR If termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, CITY may take over work and prosecute the same to completion by contract or otherwise, and CONTRACTOR shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation stipulated for the purpose of setoff or partial payment of the amounts owed to the CITY.

ARTICLE 15.
INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

In addition to any other indemnification provisions of the Contract Documents, and specifically indemnifications for hazardous materials, Contractor shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY and its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor’s negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both CITY and Contractor, or should CITY otherwise find Contractor’s legal counsel unacceptable, then Contractor shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor’s negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

The obligations of Contractor under this or any other provision of this agreement will not be limited by the provisions of any workers’ compensation act or similar act. Contractor expressly
waives its statutory immunity under such statutes or laws as to CITY, its employees and officials.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of contractor in the performance or subject matter of this agreement. In the event contractor fails to obtain such indemnity obligations from others as required here, contractor agrees to be fully responsible according to the terms of this section.

Failure of CITY to monitor compliance with these requirements imposes no additional obligations on CITY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend CITY as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this agreement or this section.

ARTICLE 16.
ASSIGNMENT AND SUBCONTRACTING

Neither this Agreement nor any interest herein nor claim hereunder may be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of CITY. Consent by CITY shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

ARTICLE 17.
RECORD AUDIT

Under California Government Code, Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars ($10,000), any records or documents of both the CITY and the CONTRACTOR shall be subject to examination, audit, and/or copying at any time during regular business hours by the Auditor General for a period of three (3) years after final payment, upon oral or written request of the CITY.

ARTICLE 18.
CONTRACTOR’S FAILURE TO PROCECURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said
work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

ARTICLE 19.
SUBSURFACE HAZARDOUS MATERIALS

A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the CITY in writing of any:

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

2. Subsurface or latent physical conditions at the site differing from those indicated.

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the CONTRACT.

B. Upon receipt of said notification the CITY will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or the time required for performance of any part of the work, the CITY will issue a change order under the procedures described in the General Conditions.

C. In the event that a dispute arises between the CITY and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or by law that pertain to the resolution of disputes and protests between the contracting parties.
ARTICLE 20.
PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

ARTICLE 21.
LEGAL PROVISIONS

A. Governing Law. The laws of the State of California shall govern this agreement.

B. Compliance with applicable laws. CONTRACTOR and any subcontractor shall comply with all applicable local, state, and federal laws and regulations applicable to the performance of the work hereunder.

C. Attorneys' Fees. If either party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

D. Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in Riverside County.

E. Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the respective dates set forth opposite their signatures.

CITY OF CANYON LAKE

Date: ___________________________  Date: ___________________________

By: City Manager

By: Contractor

CONTRACTOR
EXHIBIT A

Public Contract Code Section 9204:

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "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:

(A) 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.

(B) 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.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, CITY, special CITY, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.
(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the 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 claim sent by registered mail or certified mail, return receipt requested, the public entity 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.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a 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 public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.
(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the 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 claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) 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.

(D) Unless otherwise agreed to by the public entity 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.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

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

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity 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 public entity 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.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) 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.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.