

**CONSTRUCTION SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND SIERRA ASPHALT, INC.
FOR ON-CALL PAVEMENT MAINTENANCE SERVICES**

THIS AGREEMENT made and entered into between the City of Rancho Cordova ("City") and Sierra Asphalt, Inc. ("Contractor") as of July 1, 2022.

WITNESSETH:

WHEREAS, the City Council for the City heretofore caused plans and specifications for On-Call Pavement Maintenance Services ("Project") to be prepared, and therefore did approve and adopt said plans and specifications; and

WHEREAS, the City Council for the City did cause to be published for the time and in the manner required by law, a notice inviting sealed bids for the performance of said work; and

WHEREAS, the notice was published on April 14, 2022, on the City of Rancho Cordova website and on CIPList.com ("Notice"); and

WHEREAS, the Contractor, in response to such Notice, submitted to the City Council for the City within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the Project specified in said plans and specifications, which said bid and proposal, and other bids and proposals submitted in response to said Notice, the City Council opened and canvassed in the manner provided by law; and

WHEREAS, the Contractor was the lowest responsible bidder for the performance of said Project, and said City Council for the City as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible bidder for said Project and award to a contract therefore.

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

Section 1. CONTRACT DOCUMENTS. The following documents are by this reference incorporated in and made a part of this Agreement: The County of Sacramento, Standard Construction Specifications dated January 2016; the Special Provisions; the contract drawings, all addenda; the Notice to Contractors; the Proposal; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the "Plans and Specifications".

Section 2. SCOPE OF WORK. The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. 2022-69 as provided for and set forth in said Plans and Specifications, which are hereby incorporated and made a part of this Agreement. All of the work done under this Agreement shall be under the supervision of and be performed to the satisfaction of the Public Works Director of the City of Rancho Cordova who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with the Plans and Specifications, together with the right to require the Contractor to replace any and all

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work furnished by the Contractor which shall not either in workmanship or material be in strict accordance with the Plans and Specifications.

Section 3. COMPLETION. Agreement shall be effective from the time at which the contract is fully executed through June 30 2025, as described in **Section 2.4** of the attached.

Section 4. PAYMENT. Attached hereto as Exhibit A and by reference incorporated, is the bid and proposal of Contractor. Said bid and proposal will contain, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The City agrees in consideration of the work to be performed for the Project herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement. Said sum shall be paid in accordance with Section 8 of the Standard Specifications. Actual payment will be based upon the quantities as measured in the field. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials. The total contract amount is set at a not to exceed amount of \$157,700 for the term of this Agreement.

Section 5. PREVAILING WAGES. To the extent required by law, Contractor and all of the Contractor's subcontractors shall comply with California Health and Safety Code Section 33422.1, and shall comply with California Labor Code Section 1770 et seq. and all regulations adopted pursuant thereto (referred to herein as, "**Prevailing Wage Laws**"), and be responsible for carrying out the requirements of such provisions. Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the Project contemplated under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of said Project by Contractor, or by any subcontractor doing or contracting to do any part of said Project. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at 2729 Prospect Park Drive, Rancho Cordova, CA 95670, the office of the Clerk of the City. Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations. The Contractor shall, and hereby agrees to, unconditionally indemnify, reimburse, defend, protect and hold harmless the City and its elective and appointive boards, commissions, officers, agents, attorneys, consultants and employees, and all of their respective successors and assigns, from and against any and all claims, demands, suits and actions at law or in equity, and losses, liabilities, expenses, penalties, fines, orders, judgments, injunctive or other relief, and costs and damages of every kind, nature and description (including but not limited to attorneys' fees and court costs; with counsel reasonably acceptable to the City), and administrative, enforcement or judicial proceedings, whether known or unknown, and which directly or indirectly, in whole or in part, are caused by, arise from, or relate to, or are alleged to be caused by, arise from, or relate to, the payment or requirement of payment of prevailing wages or the requirement of competitive bidding in the construction of the Project, the failure to comply with any state or federal labor laws, regulations or standards in connection with this Agreement, including but not limited to California Labor Code Section 1770 et seq. and the Prevailing Wage Laws, or any act or omission of the City or the Contractor related to this Agreement with respect to the payment or requirement of payment of prevailing wages or the requirement of competitive bidding, whether or not any insurance policies shall have been determined to be applicable to any such claims, demands, suits, actions, losses, liabilities, expenses, penalties, fines, orders, judgments, injunctive or other relief, costs, damages, or administrative, enforcement or judicial proceedings. It is

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further agreed that the City does not, and shall not, waive any rights against the Contractor which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by the City, or the deposit with the City by the Contractor, of any of the insurance policies described in this Agreement.

Section 6. INSURANCE. The Contractor shall carry and maintain for the duration of the term of this Agreement, such public liability, property damage and contractual liability, auto, worker's compensation, and builders' risk insurance as described in Appendix B of the attached.

Section 7. WORKERS' COMPENSATION CERTIFICATION. By execution of this Agreement, the Contractor certifies as follows:

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

Section 8. PERFORMANCE AND PAYMENT BONDS. The Contractor shall, before beginning said work for the Project, file two (2) bonds with the City, each made payable to the City. These bonds shall be issued by a surety company authorized to do business in the State of California and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement. The second bond shall be the payment bond required by California Civil Code Section 3247 et seq., and shall be in the amount of one hundred percent (100%) of the Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code Sections 2819 and 2845.

Section 9. INDEMNIFICATION.

9.1 Contractor's Performance. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City, its governing Board, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and all costs incidental thereto, including cost of defense, settlement, arbitration, and reasonable attorneys' fees arising out of, pertaining to, or resulting from the acts or omissions of anyone else directly or indirectly acting on behalf of the Contractor, or for which the Contractor is legally liable under law, regardless of whether caused in part by a party indemnified hereunder.

9.2 PERS Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing Services under this Agreement is determined by a court of competent jurisdiction of the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any and all employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City, and any attorneys' fees and costs incurred by the City to enforce this Section.

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- 9.3 **No Limitation of Liability for Indemnification.** The indemnities set forth in this Section shall not be limited by the insurance requirements set forth in the Contract.

Section 10. Nondiscrimination and Equal Opportunity. Contractor shall not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee or applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including, but not limited to the satisfaction of any positive obligations required of Contractor thereby. Contractor shall include the provisions of this section in any subcontract approved by the City.

Section 11. MISCELLANEOUS PROVISIONS.

- 11.1 This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of Contractor in the same manner as if such parties had been expressly named herein. All times stated herein or in the contract documents are of the essence hereof. As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter. This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.

11.2 **Contract Administration.**

This Agreement shall be administered by the Operations & Maintenance Division Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

- 11.3 **Notices.** Any written notice to consultant shall be sent to:

Tim Carver
Sierra Asphalt, Inc.
3755 Omece Circle # 2
Rancho Cordova, CA 95742

Any written notice to City shall be sent to:

Victor Ramos
City of Rancho Cordova
Operations & Maintenance Division
3303 Luyung Drive
Rancho Cordova, CA 95742

- 11.4 **IRS Form W-9.** Contractor shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

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IN WITNESS WHEREOF, the City Council and Contractor have caused this Agreement to be executed as of the day and year first above written.

CITY OF RANCHO CORDOVA:

CONTRACTOR:

Cyrus Abhar, City Manager

Tim Carver, Vice President

Date

Date

Attest:

Stacy Leitner, CMC, City Clerk

Date

Approved as to Form:

Adam U. Lindgren, City Attorney

Date

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SECTION 2
SCOPE OF SERVICES

2.1 WORK GUIDANCE

All work to be done by any Bidder selected to perform the work outlined in this RFB shall be guided by the:

- County of Sacramento, Municipal Services, Standard Construction Specifications
<https://saccountyspecs.saccounty.gov/Pages/default.aspx>
- Standard Specifications, State of California, California State Transportation Agency, Department of Transportation
http://ppmoe.dot.ca.gov/hq/esc/oe/construction_contract_standards/std_specs/2018_StdSpecs/2018_StdSpecs.pdf

and this RFB, herein referred to as Special Provisions.

A complete, preliminary copy of the City's contract for On-Call Pavement Maintenance Services is attached to this RFB as Appendix A. The contract shall bind selected bidder to perform work in accordance with this RFB.

2.2 DESCRIPTION OF WORK STANDARDS

All Bidders accept and confirm by submission of a signed bid in response to this RFB, that work to be performed by the selected Contractor is comprised of general street maintenance including pavement base repair, grind and replace pavement, AC overlays, leveling courses, crack seals, pothole and spot patching, and temporary installation of trench plates within areas owned by the City, as further designated in this RFB.

City requires the selected Bidder to meet the following minimum standards:

Workmanship: All materials and workmanship shall be of a quality that is equal or superior to any similar work considered by pavement maintenance contractors to be best practice. All work completed by selected Contractor shall be subject to inspection prior to payment being authorized. All work shall be conducted in a manner that least interferes with operation and public usage of the streets and sidewalks.

Safety: All services, supplies and equipment must comply with the California Safety Division of Industrial Safety Orders and O.S.H.A. The Contractor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take all precautions required by applicable regulations of the State Department of Industrial Regulations. **The Contractor's employees shall wear O.S.H.A. approved safety vests at all times during contract work, noncompliance may result in work stoppage by the Contract Manager.**

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Hazards and Vandalism: Any hazards or acts of vandalism shall be reported immediately to the Contract Manager and then followed up in writing. Hazards shall be remedied by the Contractor after approval is obtained from the Contract Manager. Hazards which create life-threatening situations or potential for bodily harm shall be remedied immediately by the Contractor.

Equipment: Selected Contractor must furnish all tools, and equipment needed to provide a high level of workmanship, to ensure continuous and safe operation, and complete work in accordance with the current standard specifications. The City may require demonstration of equipment during selection process of this RFB, as outlined in **Section 5, Bidder Experience and Operations Plan.**

2.3 COMMENCEMENT OF WORK

Bidders acknowledge that submittal of bids does not constitute any acceptance of work by the City. Additionally, the receipt of award of contract to any Bidder shall not constitute any authority to enter upon sites for work. Work shall commence only upon formal execution of a contract and work orders from the City.

The City seeks to make selection of a Contractor and execute a contract for On-Call Pavement Maintenance Services by July 1, 2022. Bidders acknowledge that they are prepared to execute a contract and begin prosecuting work within this time. Any Bidder unable to meet this timeframe shall not be considered for award.

2.4 TERM OF AGREEMENT

Any Contract resulting from a submitted Bid shall be a three (3) year contract starting July 1, 2022. If mutually agreeable to both parties, any resultant Contract may be extended for an additional one (1) year term. However, in no case shall the contract be extended more than two (2) additional years.

Failure of the Contractor to diligently prosecute the work as defined herein will be considered as grounds for the termination of the contract.

Failure to provide an adequate working force shall be considered as grounds for the termination of the contract.

This Agreement may be terminated by the City upon sixty (60) calendar days prior written notice addressed to the last known address of the Contractor. In the event of such termination, the Contractor shall be paid for all work, which has been completed up to the effective date of such termination.

2.5 SUBCONTRACTORS

Bidders requiring the provision of additional services from subcontractors acknowledge that all proposed subcontractors shall adhere to the same standards of work as described in this RFB. Bidders further acknowledge that the selected Contractor shall be required to perform, with the Contractor's own organization and employees, not less than fifty percent (50%) of the value of all work conducted under executed contract.

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Any Bidder submitting bids for work that includes the use of subcontractors shall additionally submit a filled out **Section 5.5, Designation of Subcontractors**.

2.6 ADDITIONAL CONTRACT PROVISION

Further Special Provisions guiding the execution of a contract for On-Call Pavement Maintenance Services are fully described in **Appendix C, Additional Contract Provisions**. The additional provisions as described in Appendix C include items such as Prevailing Wage, Payroll Records, Traffic Management, Regulations of Work, Payment, and other additional special provisions. Bidders' attention is directed to review of these Additional Contract Provisions as they will be made part of the contract to be executed by the selected Contractor.

SECTION 3
BID SUBMITTAL CHECKLIST

Each submitted bid shall include a completed (and signed where required) copy of each of the following checklist items. Any submitted bid that fails to include any of the following may be deemed inadequate by the City and may be grounds for dismissal of submittal at the City's sole discretion.

In addition to each item below, please include this sheet.

- Cost Certification Form (Section 4.1)
- Bid Sheets (Section 4.2)
- Contractor's License Certification Form (Section 5.1)
- Department of Industrial Relations Contractor Registration Form (Section 5.2)
- Contractor Experience and Qualifications (Section 5.3)
- Employee/Staff Experience & Qualifications (Section 5.4)
- Designation of Subcontractors (Section 5.5)
- Operations Plan (Section 5.6)
- Exceptions to Agreement (Section 6.1)
- Guarantee Requirements (Section 6.2)
- Non-Collusion Affidavit (Section 6.3)
- Signature Certification Page (Section 6.4)

SECTION 4
BID SCHEDULE


4.1 COST CERTIFICATION FORM (Required submittal form)

The undersigned Authorized Signature certifies as follows:

All work for which this bid is submitted is for On-Call Pavement Maintenance Services in accordance with all special provisions (including the payment of not less than the minimum wage rates set forth therein) and contract annexed hereto, and also in accordance with all Federal, State & local regulations as detailed in this Request for Bids.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that the Bidder has carefully examined the location of the proposed work, the attached proposed form of contract, and documents herein referenced; and that the Bidder agrees if this bid is accepted, that he/she will contract with the City, in the form of the copy of the contract attached hereto, to provide all necessary machinery, tools, apparatus and other necessary means, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Public Works Director as therein set forth, and that the Bidder will take in full payment therefore the following amount to wit:

BID GRAND TOTAL \$ \$157,700.00
(List total Bid Grand Total from Bid Sheets – bottom line)

Company Name: Sierra Asphalt, Inc.
Primary Contact: Tim Carver Title: Vice President
Business Address: 3755 Omec Circle # 2
City, State, Zip: Rancho Cordova, CA 95742
Telephone No.: 916-635-9898 x 203 Fax No: 916-635-3509
Email Address: trc@sierraasphalt.com
Website Address: www.sierraasphalt.com
Authorized Signature: 

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4.2 BID SHEETS

Qualified bids submitted in response to this RFB will be evaluated based upon Bid Grand Total Amount, which is sum of the following three (3) categories:

1. Hourly labor rates (Section 4.2.1)
2. Hourly vehicle and equipment rates (Section 4.2.2)
3. Material Cost (Section 4.2.3)

Please note that the bid sheets include projected labor and equipment hours, as well as projected expense for materials, based upon historical billings for similar services. These projections are solely for the purpose of establishing low bid and provide no guaranty of future work or compensation to the Contractor under an on-call agreement awarded through this bid process. The selected contractor will invoice the City on a time and materials basis for On-Call Pavement Maintenance Services performed at the direction of the Contract Manager in accordance with the billing rates provided in Tables 4.2.1, 4.2.2 and 4.2.3.

Mobilization shall be included in the prices paid for the various Contract items of work, and no separate payment will be made.

4.2.1 HOURLY LABOR RATES

The City will reimburse the Contractor for labor hours in the following four job categories. The number of hours shown in Columns A and C in Table 4.2.1 represent projected hours by job classification based upon historical level of effort and billings for similar services. Actual billings may vary.

Superintendent: Responsible for supervision of all field and laboratory repair work. Acts as primary liaison with City staff, provides technical data and assistance, and assists Contract Manager with pavement maintenance. Superintendent guides and assists Laborers and Operators in the performance of their duties with regards to all services performed under this Contract.

Laborer: Primary duties include assistance with maintenance tasks and other non-technical duties as assigned by the Superintendent.

Equipment Operator: Primary duties include operating heavy machinery as needed to complete the maintenance tasks and other duties as assigned by the Superintendent.

Truck Driver: Primary duties include operating machinery as needed to complete the maintenance tasks and other duties as assigned by the Superintendent.

Please provide hourly billing rates in Table 4.2.1 in Column B (Regular Business Hours, Monday thru Friday, 8:00 A.M. to 5:00 P.M.) and Column D (Non-Business Hours, nights and weekends), and Total Labor Cost in Column E.

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Table 4.2.1
Hourly Labor Rates

		(A) <u>Projected</u> regular business hours per year	(B) <u>Hourly Rate</u> regular business hours: Mon-Fri 8 A.M. to 5 P.M.	(C) <u>Projected</u> non- business hours per year	(D) <u>Hourly Rate</u> non-business hours: nights and weekends	(E) <u>Total</u> labor cost (A*B)+(C*D)
(1)	Superintendent	50	\$ 60.00	20	\$ 60.00	\$4,200.00
(2)	Laborer	300	\$ 130.00	80	\$ 150.00	\$51,000.00
(3)	Equipment Operator	150	\$ 145.00	20	\$ 175.00	\$25,250.00
(4)	Truck Driver	120	\$ 75.00	20	\$ 85.00	\$10,700.00
(5)	Total Labor Cost					\$91,150.00

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4.2.2 HOURLY VEHICLE AND EQUIPMENT RATES

Please provide hourly billing rates for vehicles and equipment in Column B, and total hourly vehicle cost in Column C.

Table 4.2.2
Hourly Vehicle and Equipment Rates

	Vehicle/Equipment	(A) <u>Projected</u> vehicle and equipment usage	(B) <u>Hourly Rate</u>	(C) <u>Total</u> vehicle and equipment cost (A*B)
(1)	Paving Machine	100	\$ <u>75.00</u>	\$7,500.00 /
(2)	Steel Drum Roller	100	\$ <u>35.00</u>	\$3,500.00 /
(3)	Skip Loader	80	\$ <u>25.00</u>	\$2,000.00 /
(4)	Cold Planing Machine	80	\$ <u>140.00</u>	\$11,200.00 /
(5)	Skid Steer	80	\$ <u>60.00</u>	\$4,800.00 /
(6)	Pick Up Truck	200	\$ <u>60.00</u>	\$12,000.00 /
(7)	10 Yard Dump Truck	60	\$ <u>75.00</u>	\$4,500.00 /
(8)	Emulsion Sprayer	100	\$ <u>10.00</u>	\$1,000.00 /
(9)	Arrow Board	150	\$ <u>10.00</u>	\$1,500.00 /
(10)	Trench Plate	5	\$ <u>10.00</u>	\$50.00 /
(11)	Total Vehicle and Equipment Cost			\$48,050.00 /

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Changes to RFB Documents released April 14, 2022, are as follows:

4.2.3 MATERIAL COST

Table 4.2.3
Material Cost

Description	(A) <u>Projected</u> materials	(B) <u>Unit Price</u> (See note 1)	(C) <u>Total</u> materials expense (A*B)
(1) Asphalt Concrete (AC)	100 Tons	\$ <u>85.00</u>	\$8,500.00
(2) Aggregate Base (AB)	50 Tons	\$ <u>20.00</u>	\$1,000.00
(3) Crack Seal	2,000 Gallons 12,000 Lineal Feet	\$ <u>0.75</u>	\$9,000.00
(4)	Total Materials Expense		\$18,500.00

Note 1: If unit prices for materials fluctuate during the term of the agreement, Contractor may submit documentation to City to demonstrate the price fluctuation. City, at its sole discretion, shall review the documentation and either approve, deny, or negotiate the adjusted unit price(s) with Contractor in good faith.

All the above-referenced documents are herein attached to this Addendum #2 and are now made a part of the RFB documents released on April 14, 2022.

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4.2.3 MATERIAL COST

Please provide the unit price for materials in Column B and the total materials expense in Column C.

Table 4.2.3
Material Cost see addendum 2 sheet
attached

Description	(A) <u>Projected</u> materials	(B) <u>Unit Price</u>	(C) <u>Total</u> materials expense (A*B)
(1) Asphalt Concrete (AC)	100 Tons	\$ _____	
(2) Aggregate Base (AB)	50 Tons	\$ _____	
(3) Crack Seal	2,000 Gallons	\$ _____	
(4)	Total Materials Expense		

4.2.4 BID SUMMARY

Please provide the bid summary in Table 4.2.4.

Table 4.2.4
Bid Summary

<input type="checkbox"/>	(A) Cost Item	(B) Total Bid
	Total Labor Cost <i>Cell (5)(E) from Table 4.2.1</i>	\$91,150.00
	Total Vehicle and Equipment Cost <i>Cell (11)(C) from Table 4.2.2</i>	\$48,050.00
	Total Materials Expense <i>Cell (4)(C) from Table 4.2.3</i>	\$18,500.00
	Bid Grand Total	\$157,700.00

Mobilization shall be included in the prices paid for the various contract items of work, and no separate payment will be made.

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CONTRACTOR'S LICENSE, EXPERIENCE AND QUALIFICATIONS, AND OPERATIONS PLAN

5.1 CONTRACTOR'S LICENSE CERTIFICATION

Any person or entity submitting a bid on this Project to engage in the business or act in the capacity of a contractor shall be licensed as a contractor in accordance with the provisions of Division 3, Chapter 9 of the California Business and Professions Code. A bid submitted to the City by a contractor who is not licensed as set forth above shall be considered non-responsive and shall be rejected by the City.

Before awarding the contract for this Project, the City must verify that the Contractor was properly licensed when the Contractor submitted his/her bid on this Project. In order for the City to verify the license status of a contractor, the Contractor, at the time he/she submits his/her bid for the Project, shall provide in writing to the City his/her Contractor's license number, name on the license, classification, and expiration date of the license.

No bids submitted to the City shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the Contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the City that the records of the Contractors' State License Board indicate that the Contractor was properly licensed at the time the contract was awarded. Any bidder or Contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

CERTIFICATION

In accordance with the California Business and Professions Code, I do hereby, under Penalty of Perjury, certify that the following contractor's license information is true and correct.

Contractor's License No. 457414

Expiration Date: 05-31-2024

Contractor's Classification:

Sierra Asphalt, Inc.
Contractor's Name (Printed)

April 25, 2022
Date


Bidder's Signature
(Same signature as on Bid)

Tim Carver
Bidder's Name (Printed)

Vice President
Bidder's Title

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5.2 DEPARTMENT OF INDUSTRIAL RELATIONS CONTRACTORS REGISTRATION FORM

Any person or entity submitting a proposal on this Project to engage in the business or act in the capacity of a contractor shall register as a contractor in accordance with the provisions of the Department of Industrial Relations (DIR). A bid submitted to the City by a contractor who is not registered as set forth above shall be considered non-responsive and shall be rejected by the City.

Before awarding the contract for this Project, the City must verify that the Contractor was properly registered when the Contractor submitted his/her bid on this Project. In order for the City to verify the registration status of a contractor, the Contractor, at the time he/she submits his/her bid for the Project, shall provide in writing to the City his/her Contractor's registration number, name on the registration, and expiration date of the registration.

No bid submitted to the City shall be invalidated by the failure of the Bidder to be registered in accordance with the laws of this state. However, at the time the contract is awarded, the Contractor shall be properly licensed in accordance with the laws of this state. Any Bidder or Contractor not so registered shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the DIR. Failure of the Bidder to obtain proper and adequate registration for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the Bidder.


CERTIFICATION

In accordance with the DIR, we do hereby, under Penalty of Perjury, certify that the following contractor's registration information is true and correct.

Contractor's Registration No. 1000001305

Expiration Date: 06-30-2022

Sierra Asphalt, Inc.
Contractor's Name (Printed)


Bidder's Signature
(Same signature as on Bid)

April 25, 2022
Date

Tim Carver
Bidder's Name (Printed)

Vice President
Bidder's Title

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5.3 CONTRACTOR EXPERIENCE AND QUALIFICATIONS

Please provide a listing of similar contracts related to the On-Call Pavement Maintenance Services that are currently active or have been satisfactorily completed in the last five (5) years. Please provide a contact name for each of the contracts listed.

Contract Year(s)	Type of Work Performed	Contract Amount	Client/Agency Name	Contact Name /Title Phone Number
2021	Crack Fill	\$ 82,169.00	City of Rancho Cordova	Victor Ramos / Operations & Maintenance Div. 916-851-8948
2021	Crack Fill	\$ 71,769.11	"	"
2021	Pavement Repair	\$ 55,876.20	"	"
2021	Crack Fill	\$ 37,000.00	"	"
2020	Remove & Replace 900 SF	\$ 18,228.00	"	"

5.4 EMPLOYEE/STAFF EXPERIENCE AND QUALIFICATIONS

Please provide the names and experience/qualifications of any employees responsible for undertaking the tasks in this Contract.

Employee/Staff Name	Title & Position	Years w/ Firm	Years Experience in Trade	Specialized Certifications
Tim Carver	VP/SEC/Owner	17	17	ADA
Tom Carver	PRES/Owner	17	51	Civil Engineer
Barry Kaher	Superintendent	4	30	
David Villalpando	Estimator	1.5	24	<i>Civil Engineer</i>
Roberto Razo	Foreman	15	31	

Use additional sheets of paper as necessary for additional references or employees.

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5.5 DESIGNATION OF SUBCONTRACTORS *(Required submittal form)*

In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each Bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the Services to be performed under these specifications in excess of one-half of one percent (0.5%) of the prime Contractor’s total bid or ten thousand dollars (\$10,000.00), whichever is greater. The prime Contractor shall list the portion of the work which will be done by such Subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, the Contractor shall be deemed to have agreed to perform such portion itself, and the Contractor shall not be permitted to subcontract that portion of the work except under the conditions allowed by applicable law. Subcontractors shall provide all required licensing documentation.

SUBCONTRACTOR (Name & Location)	% OF WORK	ESTIMATED ANNUAL DOLLAR AMOUNT	WORK TO BE PERFORMED BY SUBCONTRACTOR
None			

ITEM 16.4.

On-Call Pavement Maintenance Services
Request for Bids

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5.6 OPERATIONS PLAN *(Required submittal forms)*

Equipment Inventory: Please provide a list of all equipment that will be utilized in the performance of this contract. Provide a separate sheet if necessary.

Quantity	Name, Type and Capacity	Model Year and Condition	Location
2	Kenworth T880 Dump Trucks	2021	Rancho Cordova
4	Ford F-550 Crew Trucks	2015 - 2019	Rancho Cordova
1	Carlson Paver	2018	Rancho Cordova
4	Hamm Rollers	2014 - 2020	Rancho Cordova
4	Case Skid Steers	2013 - 2018	Rancho Cordova

Customer Service Call Center: Please list the address of the Customer Service center where calls will be received for this Contract:

3755 Omece Circle # 2

Street address

Rancho Cordova, CA 95742

City, State, Zip Code

Will customer service representatives be available during normal business hours to answer calls? Y N *(circle one)*

Customer service call center number 916-635-9898

Emergency Response Plan: Please describe the emergency response plan for this contract. The plan shall include who will be contacted, what number they will be contacted at, and where they will be responding from.

Tim Carver - El Dorado Hills - 916-869-9857

Tom Carver - Rancho Murieta - 916-869-0749

Barry Kaher - Placerville - 916-860-3444

List the 24-hour emergency number 916-869-9857

SECTION 6

EXCEPTIONS, GUARANTEES AND CERTIFICATIONS

6.1 EXCEPTIONS TO AGREEMENT *(Required submittal forms)*

Bidders are to prepare all Bid Schedule forms (Section 4) based on the program specifications set forth in the RFB documents without considering any exceptions that may be set forth on this form. In the event the Bidder takes exception to the RFB specifications they may set forth those exceptions in the following manner:

- The exceptions are to be presented on a separate paper titled, "Form Exceptions to Agreement".
- Each exception must be presented separately by stating: the specific exception, the page and line numbers of the exception, the suggested changes to the program related to the exception, the suggested changes in the Agreement language related to the exception, the manner in which the proposed change would benefit the City, the customers or both, and the specific dollar change in each of the various service rates, as proposed by the Bidder in this RFB, that would take place if the exception was accepted by the City.
- The exceptions must be followed with the following language without exception.
- **"Except as set forth above, Bidder is in complete agreement with the proposed terms, conditions and business arrangements described in the RFB including the attached Agreement. The Bidder assumes the risk of all conditions foreseen or unforeseen and agrees to provide the services set forth in the Agreement under whatever circumstances may develop other than as herein provided."**
- The form must be signed by an individual authorized to commit the Bidder's firm to the Agreement in the manner set forth below.

Date: April 25, 2022

Tim Carver

Name: Tim Carver

Title: Vice President

Signature: 

Please note that if exceptions are taken, all required information as set forth above must be submitted. Exceptions taken without providing the required information will not be considered.

ITEM 16.4.

On-Call Pavement Maintenance Services
Request for Bids

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City of Rancho Cordova

6.2 GUARANTEE REQUIREMENTS *(Required with submittal)*

The City will require all bids to be accompanied by a Bid Guarantee in the form of cash, a certified check, a cashier's check, or a Bidder's Bond. The Bid Guarantee shall be executed by an admitted surety insurer in favor of the City of Rancho Cordova, the amount of which shall not be less than ten percent (10%) of the Bid Grand Total as indicated in **Section 4, Bid Schedule**.

Performance and Payment Bonds will be required for the execution of a contract with the selected Contractor.

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On-Call Pavement Maintenance Services
Request for Bids

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City of Rancho Cordova

6.4 SIGNATURE CERTIFICATION PAGE *(Required with submittal)*

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

By my signature on this bid I certify, under the Penalty of Perjury, that the foregoing Non-Collusion Affidavit and Contractor's License Certification along with all other statements in this bid are true and correct.

Date: April 25, 2022

Sierra Asphalt, Inc.

Legal Company or Corporation Name

Corporation

Business Type (Corporation, Partnership, etc.)

Tom Carver

Print Name

Tom Carver

Signature

President

Laura Carver

Print Name

Laura Carver

Signature

Treasurer

Print Name

Signature

Title

Tim Carver

Print Name

Tim Carver

Signature

Vice President

Print Name

Signature

Print Name

Signature

Title

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On-Call Pavement Maintenance Services
Request for Bids

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City of Rancho Cordova

6.3 NON-COLLUSION AFFIDAVIT (Required with submittal)

STATE OF CALIFORNIA)
)
COUNTY OF SACRAMENTO)

Laura Carver (name) being first duly sworn, deposes and says that he or she is Treasurer (title) of Sierra Asphalt, Inc. (company name) the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from proposing; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix 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.

Sierra Asphalt, Inc.
Company Name (Printed)

4/25/22
Date

Laura Carver
Authorized Signature

Laura Carver
Name (Printed)

Treasurer
Title

Subscribed and sworn to before me

this ___ day of _____, 2021.

See attached document
Signature of Notary Public

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Sacramento

On 04/25/2022 before me, Abishai Prasad Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Laura Carter
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Non-collusion Affidavit

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

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Bid Bond

CONTRACTOR:

(Name, legal status and address)

Sierra Asphalt, Inc.
3755 Omec Circle, #2
Rancho Cordova, CA 95742

SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)
6700 Westown Parkway
West Des Moines, IA 50266-7754

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Rancho Cordova
3303 Luyung Drive
Rancho Cordova, CA 95742

BOND AMOUNT: Ten Percent of the Total Amount Bid (\$ 10% of Bid Amount)

PROJECT:

(Name, location or address, and Project number, if any)

On-Call Pavement Maintenance Services

Project Number, if any: n/a

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of April, 2022

Sierra Asphalt, Inc.

(Principal)

[Handwritten Signature]
VP *(Seal)*

(Witness)

(Title)

Merchants Bonding Company (Mutual)

(Surety)

(Seal)

[Handwritten Signature]
(Witness)

[Handwritten Signature]
(Title) Mary Collins, Attorney-In-Fact



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

ACKNOWLEDGMENT

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

State of California
County of Sacramento)

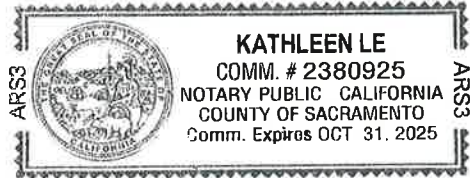
On April 19, 2022 before me, Kathleen Le, Notary Public
(insert name and title of the officer)

personally appeared Mary Collins,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~
~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature *Kathleen Le* (Seal)



MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Bill Rapp; Brad Espinosa; Breanna Boatright; Claudine Gordon; Deanna Quintero; Elizabeth Colodi; Jason March; Jennifer Lakmann; John Hopkins; K Corey Ward; Kathleen Le; Kristie Phillips; Marissa Robinson; Mary Collins; Matthew Foster; Michael K Feeney; Mindy Whitehouse; Pamela Sey; Paula Senna; Phillip Watkins; Renee Ramsey; Samantha Watkins; Sara Walliser; Steven Williams; Tony Clark

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 22nd day of March, 2022.

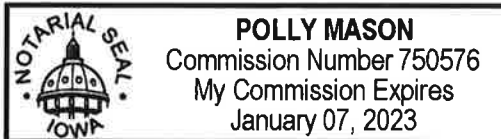


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 22nd day of March, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 19th day of April, 2022.



William Warner Jr.
Secretary

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APPENDIX B
INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification, Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the agreement by the Contractor, his agents, representatives or employees. City shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the City's Risk Manager the insurance provisions in these requirements do not provide adequate protection for City and for members of the public, City may require Contractor to obtain insurance sufficient in coverage, form and amount to provide adequate protection. City's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The City's Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk manager, the interests of the City and the general public are adequately protected. All certificates or evidences of self-insurance are to be received and approved by the City before performance commences. The City reserves the right to require that the Contractor provide complete, certified copies of any policy of insurance offered in compliance with these specifications. As an alternative to insurance certificates, the Contractor's insurer may voluntarily provide complete, certified copies of all required insurance policies, including endorsements, effecting the coverage required by these specifications.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, and Personal & Advertising Injury, without exclusions or limitations unless approved by City Risk Manager.
2. **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 0001, auto coverage symbol "1" (any auto). If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
3. **WORKER'S COMPENSATION:** Statutory requirements of the State of California and Employer's Liability Insurance.
4. **PROFESSIONAL LIABILITY** or Errors and Omissions Liability insurance appropriate to the Contractor's profession.

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5. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Automobile Liability, Employer's Liability, and any other liability coverage designated under the Minimum Scope of Insurance.

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

Building Trades Contractors and Contractors engaged in other projects of construction shall have their general liability Aggregate Limit of Insurance endorsed to apply separately to each job site or project, as provided for by Insurance Services Office form CG-2503 Amendment-Aggregate Limits of Insurance (Per Project).

2. Automobile Liability: \$1,000,000 Combined Single Limit per accident for bodily injury and property damage.
3. Worker's Compensation: Statutory.
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
5. Professional Liability or Errors and Omissions Liability: \$1,000,000 per occurrence.

DEDUCTIBLES AND SELF-INSURED RETENTION

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

CLAIMS MADE ON PROFESSIONAL LIABILITY INSURANCE

If professional liability coverage is written on a Claims Made form:

1. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of the Agreement performance by Contractor.

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2. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
3. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

OTHER INSURANCE PROVISIONS

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

1. ADDITIONAL INSURED STATUS: The City, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied, or used by the Contractor; or automobiles owned, leased hired or borrowed by the Contractor. The coverage shall contain no endorsed limitations on the scope of protection afforded to the City, its officers, directors, officials, employees, or volunteers. Applicable to General Liability, use ISO form CG 2010 11-85 only, and Auto Liability Policies.
2. PRIMARY INSURANCE: For any claims related to this agreement, the Contractor's insurance coverage shall be endorsed to be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, directors, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Applicable to General Liability and Auto Liability policies.
3. FAILURE TO COMPLY: Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, directors, officials, employees, agents or volunteers. Applies to policies in which the City is named as an additional insured.
4. SEVERABILITY OF INTEREST: The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Applicable to General Liability and Auto Liability policies.
5. MAINTENANCE OF INSURANCE COVERAGE: The Contractor shall maintain all insurance coverages in place at all times and provide the City with evidence of each policy's renewal ten (10) days in advance of its anniversary date. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, reduced in coverage, or reduced in limits, except after thirty (30) days' written notice for cancellation or sixty (60) days' written notice for non-renewal has been given to the City. For non-

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payment of premium 10 days' prior written notice of cancellation, certified mail, return receipt requested is required. Applicable to all policies.

6. WORKER'S COMPENSATION WAIVER OF SUBROGATION: The worker's compensation policy required hereunder shall be endorsed to state that the worker's compensation carrier waives its right of subrogation against the City, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the Contractor.
7. PROPERTY WAIVER OF SUBROGATION: Course of construction policies shall contain the following provisions:
 1. The City shall be named as loss payee.
 2. The insurer shall waive all rights of subrogation against the City.
8. CIVIL CODE PROVISION: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
9. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A-VII**. The City Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the City and the general public are adequately protected.
10. SUBCONTRACTORS: CONTRACTOR shall require all subcontractors to maintain adequate insurance. Subcontractors shall name the CONTRACTOR as additional insured on their General Liability policies. CONTRACTOR shall maintain copies of certificates of insurance and additional insured endorsements as provided by its subcontractors. All subcontractors shall be subject to all terms and conditions stated herein.

APPENDIX C
ADDITIONAL SPECIAL PROVISIONS

C.1) PAYROLL RECORDS

Attention is directed to Section 1776 of the Labor Code of the State of California. Regulations complementing said Section 1776 are located in Section 16000 and Sections 16400 through 16403 of Title 8, California Administrative Code. The Contractor is required to comply with the provisions of Section 1776 of said Labor Code. The Contractor shall also be responsible for compliance by their subcontractors.

C.2) PREVAILING WAGE

See Section 5 in Appendix A.

C.3) PRESERVATION OF PROPERTY

Attention is directed to Section 13-1.01, "Preservation of Property" of the Standard Construction Specifications and these Special Provisions.

The Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by the Contractor's personnel or equipment will promptly be repaired to the condition existing before the damage. If, in the opinion of the Contract Manager, repair is not possible, the damaged facilities will be replaced in kind and size. All costs for such repairs or replacements shall be the sole responsibility of the Contractor. Damages to City facilities due to the Contractor's lack of performance in accordance with these specifications are the Contractor's responsibility.

C.4) TRAFFIC MAINTENANCE

The Contractor's attention is directed to Section 7-1.04, "Public Safety," and Section 12, "Temporary Traffic Control," of the State Standard Specifications, the Uniform Manual of Traffic Control Devices (the latest edition of the California Supplement), and these Special Provisions.

Typically, a minimum of one (1) traffic lane (not less than 3.66 m (12 feet wide), per direction, shall be allowed for closure during construction activity, or as defined within the approved traffic control plan. All other traffic lanes shall be open for public vehicular traffic at all times during non-construction activity. No work that interferes with public traffic shall be performed between 3:30 p.m. and 8:30 a.m. except work required under Section 7-1.03, "Public Convenience," and Section 7-1.04, "Public Safety" or by special approval of the Contract Manager.

Prior to performing any work, under this contract the Contractor shall prepare and submit a Traffic Control Plan (TCP) to the Contract Manager for review. Note: To avoid delays, the Contractor is encouraged to submit in advance, several standard TCP's covering the most common maintenance situations anticipated, prior to the start of the contract period. ALL night work (if any) requires a MANDATORY Traffic Control Plan (TCP), for each occurrence.

If traffic controls are required for any operation under this contract to ensure the safety of workers and the public, a TCP must be submitted to the Contract Manager four (4) working days in advance of performing said operation. Contractor must receive written approval from the Contract Manager,

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or their designee, prior to implementing any traffic controls and notify Police, and Fire at least twenty-four (24) hours in advance of implementing the traffic controls. Review and approval of a TCP by the Contract Manager, or their designee, is based upon general conformance with Federal, State and local regulations and standards and does not relieve Contractor of responsibility for the safety of its workers and the public.

If any component in the Contractor's traffic control system is displaced, damaged, or ceases to operate correctly, from any cause, during the life of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location, **noncompliance may result in work stoppage by the Contract Manager.**

The Contract Manager, or their designee, shall review and approve all TCPs on the basis of general conformance with applicable regulations and standards. Such review and approval of a TCP does not relieve Contractor of responsibility for public and worker safety.

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, and no separate payment will be made, therefore.

C.5) REGULATIONS AND CONDUCT OF WORK

The Contractor shall plan and conduct the work to comply with local, State, and Federal government agencies' applicable rules, regulations, codes, and ordinances to adequately safeguard persons and property from injury. The Contractor shall direct the performance of the work in compliance with reasonable safety regulations and work practices, and with applicable federal, state, and local laws, rules and regulations including but not limited to "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor, and Safety Orders of the California Division of Industrial Safety.

C.6) PERSONNEL

All work shall be performed by qualified and trained personnel with a minimum of two (2) years of experience in pavement maintenance. Experience must include use of typical tools and operation of commonly used equipment. All workers shall be neat and orderly in appearance.

C.7) SUPERVISION

The Contractor shall provide a competent superintendent during all times that work is being performed with the authority to represent and act for the Contractor in any matter pertaining to this contract. The Contractor shall furnish the names of all such superintendents to the Contract Manager prior to the commencement of this contract and further advise of any changes.

C.8) DISMISSAL OF UNSATISFACTORY EMPLOYEES

The Contractor shall only furnish workers who are competent and skilled for work under this contract. If, in the opinion of the Contract Manager, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on City property, does not meet safety requirements or is otherwise

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unsatisfactory, that employee shall be removed from all work under this contract. Contractor shall remove an unsatisfactory employee from contract sites immediately following notification.

C.9) PAYMENT

Attention is directed to Section 8, "Measurement and Payment", of the Standard Construction Specifications. The following shall be substituted with regard to invoicing procedure.

At the end of each month the Contractor shall submit invoice(s) to the City for routine and emergency maintenance work approved by the City.

The Contractor's routine maintenance invoice shall include;

Invoice Number

Invoice Date

City's Contract Number

Period Service Provided (Date from – Date to)

A breakdown of each work order completed with a description of the work performed, the quantity of the work performed, unit cost, and total cost for the work performed.

Billing shall be submitted to the following address:

City of Rancho Cordova
Public Works Department
3303 Luyung Drive
Rancho Cordova, CA 95742
ATTN: Victor Ramos

C.10) WITHHOLDING OF PAYMENT

For work deemed by the Contract Manager, or their designee, as not meeting the requirements of the specifications, the City shall withhold payments or percentages thereof for work not completed, or until work is completed as per contract specifications. The City shall withhold payments or percentages thereof for work that is not completed on schedule.

C.11) FAILURE TO PERFORM

If the Contractor, or his representative, fails to perform in accordance with the terms and conditions of this contract, the Contract Manager, or their designee, will specify the reasons and locations as applicable by written correspondence. Failure by the Contractor to correct any deficiencies within one (1) calendar week of notification may result in withholding of payment. Failure by the Contractor to correct any deficiencies within two (2) calendar weeks or more may result in formal written warning (30-day notice) to the contractor specifying that such deficiencies must be corrected. Failure by the contractor to correct such deficiencies within the 30-day specified time period may result in termination of this contract.

In the event of termination, the City shall be liable only for payment of those services performed and accepted by the City prior to the date of termination. Any damages to property caused by the contractor's inability to meet specification shall be recovered by withholding payments. The

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Contractor and his surety shall be liable and assessed for any and all costs for the re-procurement of the contract services and damages to City facilities.

C.12) INSPECTION

The Contractor might receive an inspection report from the Contract Manager. This form will indicate any deficiencies in the work performance of the Contractor. The Contract Manager, may inform the Contractor by telephone of urgent deficiencies for immediate attention or repairs. Inspection by City staff will occur the following day the Contractor has serviced the areas.

Lack of Inspections by the City staff does not relieve the Contractor of his obligations to provide services as required by these specifications. Lack of receipt of inspection reports does not relieve the Contractor of his obligations to provide services as required by these specifications.

C.13) COMPLIANCE WITH STANDARD TERMS & CONDITIONS

The Contractor agrees to be bound by the standard contract conditions, a sample of which is attached to this RFB (Appendix A), and all other terms and conditions in this RFB.

C.14) INSURANCE

The Contractor, upon being notified of being awarded the contract, shall have their Certificate of Insurance delivered to City of Rancho Cordova Public Works Department, 3303 Luyung Drive, Rancho Cordova, CA 95742, Attn: Victor Ramos. The Contractor's insurance shall comply with all insurance requirements, as shown in Appendix B. No goods or services shall be rendered by the contractor until a valid Certificate of Insurance is on file with the City.

C.15) INDEMNITY

The Contractor indemnifies the City as stated in Section 9 of Appendix A.

C.16) CODES AND LEGAL REQUIREMENTS

- (a) All reference to codes, specifications, and standards in the contract documents shall mean, and are intended to be, the latest editions, amendments, and/or revisions of such reference documents in effect, as of the date of this contract.
- (b) Authorities shall apply the minimum work requirements available to any work done for this project. Nothing described in these contract documents shall be construed to permit work not conforming to the most stringent of applicable codes and regulations.
- (c) When contract documents call for materials or construction of better quality or larger size than required by applicable codes, laws, rules or regulations, the contract documents shall take precedence.

C.17) TERMINATION

Any contract resulting from this RFB may be canceled by either party upon sixty (60) calendar days advance notice in writing.

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C.18) SOUND CONTROL REQUIREMENTS

Sound control shall conform to the provisions in Section 12-1.09B, "Noise" of the Standard Construction Specifications.

The noise level from the Contractor's operations, between the hours of 8:00 p.m. and 7:00 a.m., shall not exceed 86 dbA at a distance of 15 m (50 feet). Said noise level requirement shall apply to all equipment on the work or related to the work, 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 Contract prices paid for the various Contract items of work involved and no additional compensation will be allowed, therefore.

C.19) COOPERATION

Attention is directed to Section 5-5, "Cooperation with Other Entities," of the Standard Construction Specifications.

The Contractor shall notify United Service Alert (USA) prior to commencing any excavation: **Underground Service Alert (USA) – 811.**

C.20) PUBLIC CONVENIENCE

Public convenience shall conform to the provisions in Section 7-1.03, "Public Convenience," of the State Standard Specifications. The Contractor shall limit his operations to weekdays between the hours of 7:00 a.m. to 6:00 p.m. unless otherwise approved by the Contract Administrator.

No work will commence before 8:30 a.m. on the City main arterial and collector street without prior written approval by the Contract Manager.

Temporary closure of driveways may be allowed subject to the advance written approval of the affected property owners and the Contract Manager. Prior to closure of a driveway, the Contractor shall coordinate and notify the property owner at least twice of such closure. The Contractor shall deliver closure notices to residents and operators of commercial properties seventy-two (72) hours prior to each closure, (twenty-four (24) hour notice for emergency repairs).

It is the Contractor's responsibility to provide and accommodate all residents, operators of commercial properties, and property owners' specific needs for driveway and pedestrian access at all times.

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

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C.21) OBSTRUCTIONS

Attention is directed to the presence of overhead and underground utilities in the construction sites. The Contractor shall exercise due caution in performing his work so as not to damage the utilities. The work specified shall be so conducted by the Contractor as to permit the utility companies to maintain their services without interruption. Utilities which are to remain in place shall be worked around and protected from damage or interruption of service. The Contractor shall coordinate his work with the utility companies where utilities are to be relocated or set to grade.

The toll-free number for Underground Service Alert (**U.S.A.**) is **811**. The Contractor shall take adequate measures to ensure that their operations do not harm any existing underground facilities not specifically mentioned or shown on the plans.

Construction area signs shall be furnished, installed, maintained, and removed when no longer required by the Contractor in accordance with the provisions in Section 12, "Safety, Public Convenience, and Traffic Control", of the Standard Construction Specifications.

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

C.22) WATER POLLUTION CONTROL

Water pollution control work shall conform to the requirements in Section 13, "Water Pollution Control," of the State Standard Specifications, and these Specifications.

As part of the water pollution control work, a Water Pollution Control Program, hereafter referred to as the "WPCP," is required for this contract. The WPCP shall be prepared in accordance with the State's Storm Water Quality Handbooks, SWPPP and WPCP Preparation Manual, current addition.

Implementation, inspection, maintenance, and modification of the WPCP shall be in accordance with the States's Storm Water Quality Handbooks, Construction Site Best Management Practice Field Manual and Trouble Shooting Guide, current addition.

Copies of the above State handbooks may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.

The Contractor shall become fully informed of and comply with the applicable provisions of the Handbook and Federal, State and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction.

Unless arrangements for disturbance of areas outside the project limits are made by the City and made part of the contract, it is expressly agreed that the City assumes no responsibility to the Contractor or property owner whatsoever with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the project limits.

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The Contractor shall be responsible for the costs and for any liability imposed by law as a result of the Contractor's failure to comply with the requirements set forth in this section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of the Handbook and Federal, State, and local regulations. For the purposes of this paragraph, costs and liabilities include but are not limited to fines, penalties and damages whether assessed against the City or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

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.

C.23) QUANTITIES

The quantities shown in the Bid Sheets are given to provide Bidders with an indication of potential work and the order of magnitude and scope of work. The actual amount of work done under this contract may differ from the quantities shown. The City does not expressly or by implication agree that the actual amount of work will correspond therewith but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as directed by the Contract Manager.

C.24) MOBILIZATION

Mobilization shall be in accordance with Section 8-1.03, "Payment for Mobilization", of the Standard Construction Specifications. Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various contract items of work and no separate payment will be made, therefore.

C.25) WORK ORDERS

Requests for maintenance are made via a Work Order (WO). WOs are originated by City staff during normal City business hours in response to observed or reported maintenance deficiencies. While initial contact with the Contractor may be directly by phone, this will always be followed up with a written WO. Delivery of the written WO's shall be via e-mail and will be made directly to Contractor or designated Supervisor. Requests for service after working hours, on weekends, and on holidays will be forwarded from the City's Emergency On-Call representative to the contractor by phone. A written WO will be generated on the next regular business day and sent via email.

C.26) EMERGENCY WORK

Definition: Emergency Work includes unforeseen/unscheduled maintenance related tasks that must be performed on short notice due to potential impacts on public safety and convenience. This item is considered to be a safety concern. When notified by the City to respond to an emergency situation, the Contractor shall be at the site in **two (2) hour or less from the time of notification**. The Contractor shall maintain a local telephone number where he can be reached twenty-four (24) hours per day, seven days a week, including Holidays.

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Tasks: Generally, Emergency Work procedures shall include, but is not limited to, the following steps:

- Receipt and confirmation of the requested task;
- Initial response to maintenance site and evaluation of problem & site conditions;
- Implementation of appropriate traffic controls;
- Perform the requested task;
- Field check for proper operation and restore site to a safe condition;

Response: Emergency response may be initiated by the City or the Contractor (if emergency condition observed in the field and upon notification provided to the City). The Contractor shall provide emergency response 24 hours per day, seven days per week, including holidays. The response time sequence is as follows:

- The Contractor must have a supervisor available at all times.
- The Contractor shall make the site safe immediately or as soon as possible.
- The Contractor shall immediately advise the City of any emergency situation by phone and follow up with a written report (email) by end of next business day.
- Corrective action shall be taken immediately.

Contractor shall have the capability to provide all necessary materials, equipment, and labor in time frames referenced above.

C.27) DUST CONTROL

The Contractor's attention is directed to Section 17, "Dust Control," of the Standard Construction Specifications. The Contractor shall be responsible for dust control. The Contractor shall diligently control dust resulting from his operations and from public traffic passing through the work area by the application of water and/or dust palliative. Dust palliative shall conform to Section 17-2, "Dust Palliative," of the Standard Construction Specifications.

The Contractor shall provide dust control at all times including Saturdays, Sundays, and holidays. Whenever the Contractor shall appear negligent in controlling dust, the Contract Manager may direct attention to the existence of a dust hazard and instruct the Contractor to immediately alleviate the dust hazard.

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.

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C.28) CLASS 2 AGGREGATE BASE (AB)

Aggregate base shall be Class 2 and shall conform to Section 22-2, "Aggregate Base", of the Standard Construction Specifications, Section 26, "Aggregate Bases", of the Standard Specifications.

Aggregate base shall be produced from commercial quality aggregate consisting of broken stone, crushed gravel, clean, rough-surfaced gravel and sand, or a combination thereof. The grading of the material shall be three-fourth inch (3/4") maximum. Spreading and compacting shall be performed by methods that will produce a uniform base when firmly and properly compacted free from pockets of coarse or fine material.

The Contractor shall insure the subbase is compacted to the requirements set forth in Section 25, "Aggregate Subbases", of the Standard Specifications before placing aggregate base.

The aggregate base and aggregate subbase shall be placed in layers not to exceed 5" thick and shall have a relative compaction of 95% Class 2 aggregate. Aggregate base that is used to provide temporary access to work areas, driveways, and all other work that is necessary shall be paid for by the Contractor.

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.

C.29) ASPHALT CONCRETE (AC), TYPE A

The work in this section shall include all labor, materials, and equipment required to complete all asphalt paving work, including, but not necessarily limited to, asphalt pavements and bases, asphalt overlays, and asphalt as specified herein or otherwise necessary so that other materials or work may be installed and/or performed and that the whole work is completed in accordance with the contract documents.

Tack coat of Type SS-1 asphaltic emulsion shall conform to Section 39, "Asphalt Concrete", and 94, "Asphaltic Emulsions", of the Standard Specifications and shall be included in the unit bid price for asphalt concrete. All asphalt concrete on this project shall be as follows and as specified in Section 39 "Asphalt Concrete", of the Standard Specifications and these Specifications.

All asphalt shall be viscosity grade AR-8000 and shall conform to the requirements of Section 92, "Asphalt Binders", of the Standard Specifications. Supplying, mixing, proportioning and storing Asphalt Concrete, Type A shall conform to the requirements as specified in Section 39, "Asphalt Concrete" of the Standard Specifications.

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Mix Design Tolerances – Certificate of compliance shall be required from the supplier of the asphalt concrete and delivered to the Contract Manager, or their designee, not less than ten (10) working days prior to any scheduled asphalt concrete work.

TEST	INDIVIDUAL TEST RESULTS	TEST NO. CALIFORNIA METHOD
Loss in L.A. Rattler (after 500 rev.)	45% Max.	211
Kc and Kf	1.8 Max.	303
Sand Equivalent	45 Min.	217
Stabilometer Value ¾"	35 Min.	304
	30 Min.	304
3/8"		
Moisture Vapor Susceptibility	25 Min.	307
Swell	0.030" Max.	305
Lab Compacted Density		304
Maximum Specific Gravity		ASTM D-2041
Air Voids Content (%)	3 Min. – 4.5 Max.	

Preparation for AC Type A shall conform to these Specifications. The tack coat shall be applied at the approximate rate of 0.05 to 0.15 gallon per square yard. The exact rate will be determined by the Contract Manager. The area to which a tack coat has been applied shall be closed to public traffic. Care shall be taken to avoid tracking binder material onto existing pavement surfaces beyond the limits of construction.

Hauling of asphalt concrete to the job site shall be in accordance with Section 23-5, "Hauling Equipment", of the Standard Construction Specifications and these Specifications. Placement of asphalt concrete shall be in accordance with Section 23-8, "AC Placement Method", of the Standard Construction Specifications and these Specifications. Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the requirements, including straightedge tolerance, of Section 39, "Asphalt Concrete", of the Standard Specifications, the paving operations shall be discontinued and the Contractor shall modify his equipment or furnish substitute equipment. Placing of the asphaltic concrete adjacent to the lips of gutters shall be such that a rise above said lips of 1/4 inch shall remain after compaction.

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Acceptance testing shall be in accordance with Section 23-9, "AC Placement Acceptance Testing" of the Standard Construction Specification. The Contractor shall remove and replace asphalt concrete that is tested for in-place relative compaction of less than 93%. Finished asphalt concrete pavement which does not conform to the specified compaction requirements will be paid for using the following pay factors:

IN PLACE RELATIVE COMPACTION	PAY FACTORS
93% or greater	100%
92.9% – 92%	95%
91.9% - 90%	90%
89.9% or less	Remove and replace as directed by the Contract Manager, or their designee.

The completed surface shall be thoroughly compacted, smooth, and true to grade and cross section, free from ruts, humps, depressions or irregularities. When a straight edge 10 feet long is laid on the finished surface and parallel with the center line of the highway, the surface shall not vary more than 0.01 feet from the lower edge of the straight edge. When tested transversely to traffic, the surface shall incline continuously in the direction of the drainage so that no depressions, which will not drain, remain in the surface after rolling. Any ridges, indentations or other objectionable marks left in the surface of the asphalt concrete by equipment shall be eliminated by rolling or other means. The use of any equipment that leaves ridges, indentations or other objectionable marks in the asphalt concrete shall be discontinued and other acceptable equipment shall be furnished by the contractor. A drop-off of more than 0.15-feet will not be allowed at any time between adjacent lanes open to public traffic. Kraft paper, or other approved bond breaker, may be placed under the conform tapers to facilitate the removal of the taper when paving operations resume. Half-width surfacing operations shall be conducted in such manner that, at the end of each day's work, the distance between the ends of adjacent surfaced lanes shall not be greater than can be completed in the following day of normal surfacing operations. Shoulders adjacent to a lane being paved shall be surfaced prior to opening the lane to traffic. Finishing roadway shall conform to Section 22, "Finishing Roadway" of the Standard Specifications. The entire roadway and right-of-way shall be left in a neat and presentable condition to the satisfaction of the Contract Manager, or their designee.

Quantities of material wasted or disposed of in a manner not called for under the contract, or rejected loads of material, including material rejected after it has been placed by reason of the failure of the Contractor to conform to the provisions of the contract, or materials placed outside the lines indicated from the transporting vehicle, or material remaining on hand after completion of the work, will not be paid for and such quantities will be deducted from the final total quantities.

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No compensation will be allowed for hauling rejected material. Asphalt Concrete, Type A is specified as included in other items of work listed in the RFB and no additional compensation shall be allowed, therefore.

C.30) BASE REPAIR

Base Repair provides for the full removal and replacement of minor areas of failed pavement. The estimated quantities involved in this section are for bidding purposes only. The quantity may be extended, reduced or deleted at the discretion of the Contract Manager, with no change in unit price.

Tack coat of asphalt emulsion shall conform to Sections 37, "Bituminous Seals", 39, "Asphalt Concrete", and 94, "Asphaltic Emulsions" of the Standard Specifications. Aggregate Base –Class II and Asphalt Concrete, $\frac{3}{4}$ " Type A shall comply with these Special Provisions.

Base Repair shall consist of saw cutting, excavation and removal of existing failed roadway pavement and basement material and proper disposal of all unsuitable materials. The structural section for Base Repair shall be the following unless directed otherwise by the Contract Manager.

- Residential Base Repair shall be 3" AC over 6" AB
- Collector Base Repair shall be 4" AC over 14" AB
- Arterial Base Repair shall be 5.5" AC over 20.5" AB

The areas of Base Repair shall have a minimum width of six (6) feet, a minimum length of ten (10) feet, although most areas may be significantly larger in both dimensions. The area of removal of failed pavement and basement materials shall be as determined by the Contract Manager in the field. Any pavement removal required near the lip of gutter, the existing edge of pavement, or another area of pavement removal shall be extended such that no existing pavement shall remain with a width of less than twenty-four (24) inches.

A tack coat of asphalt emulsion shall be applied to all concrete and asphalt concrete edges in preparation for installing deep lift asphalt concrete. Each layer of asphalt concrete shall not exceed 0.40 foot in compacted thickness. No layer shall be placed over a layer which exceeds 0.25 foot in compacted thickness until the temperature at mid-depth, of the layer which exceeds 0.25 foot in compacted thickness, is no more than 160°F. The maximum thickness of the surface layer of deep lift asphalt concrete, that layer directly below leveling course or overlay, shall be 0.25 foot. Areas of Base Repair shall be brought up to the existing surface grade.

Payment for Base Repair shall be made per square foot of area repaired, as measured in the field. Payment shall be at the contract unit price bid per square foot and shall include all traffic control, saw cutting, excavation, removal and disposal of un-suitable material, furnishing and placement of Class II Aggregate Base, tack coat and $\frac{3}{4}$ " Type A Asphalt Concrete and labor and materials involved and no additional payment allowed, therefore.

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C.31) GRIND AND REPLACE AC REPAIR

Grind and replace AC Repair provides for the full removal and replacement of minor areas of failed asphalt concrete to a depth of 2", 3", 4" or 6" as determined by the Contract Manager. The estimated quantities involved in this section are for bidding purposes only. The quantity may be extended, reduced or deleted at the discretion of the Contract Manager, with no change in unit price.

Tack coat of asphalt emulsion shall conform to Sections 37, "Bituminous Seals", 39, "Asphalt Concrete", and 94, "Asphaltic Emulsions" of the Standard Specifications. Aggregate Base –Class II and Asphalt Concrete, ¾" Type A shall comply with these Special Provisions.

Grind and Replace AC Repair shall consist of saw cutting, excavation and removal of existing failed roadway pavement and basement material and proper disposal of all unsuitable materials. The areas of Grind and Replace AC Repair shall have a minimum width of six (6) feet, a minimum length of ten (10) feet, although most areas may be significantly larger in both dimensions. The area of removal of failed pavement and basement materials shall be as determined by the Contract Manager in the field. Any pavement removal required near the lip of gutter, the existing edge of pavement, or another area of pavement removal shall be extended such that no existing pavement shall remain with a width of less than twenty-four (24) inches. Replacement shall be made by means of deep lift asphalt concrete of the specified depth.

A tack coat of asphalt emulsion shall be applied to all concrete and asphalt concrete edges in preparation for installing deep lift asphalt concrete. Each layer of asphalt concrete shall not exceed 0.40 foot in compacted thickness. No layer shall be placed over a layer which exceeds 0.25 foot in compacted thickness until the temperature at mid-depth, of the layer which exceeds 0.25 foot in compacted thickness, is no more than 160°F. The maximum thickness of the surface layer of deep lift asphalt concrete, that layer directly below leveling course or overlay, shall be 0.25 foot. Areas of Grind and Replace AC Repair shall be brought up to the existing surface grade.

Payment for Grind and Replace AC Repair shall be made per square foot of area repaired, as measured in the field. Payment shall be at the contract unit price bid per square foot and shall include all traffic control, saw cutting, excavation, removal and disposal of un-suitable material, furnishing and placement of tack coat and ¾" Type A Asphalt Concrete and labor and materials involved and no additional payment allowed, therefore.

C.32) AC OVERLAY (2")

AC shall conform to the provisions of Section 23, "Asphalt Concrete" of the Standard Construction Specifications. The work in this section shall include all labor, materials, tools, equipment and incidentals, as specified herein or otherwise necessary to complete the whole work in accordance to these Specifications. The estimated quantity for AC is for bidding purposes only. The quantity may be extended, reduced or deleted at the discretion of the Contract Manager, with no change in unit price.

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AC shall conform to the requirements for Acceptance Testing and Test Sections as specified in Section 23-9, "AC Placment Acceptance Testing" of the Standard Construction Specifications. Asphalt Concrete shall comply with these Special Provisions.

The Contractor shall be responsible for removing all vegetation from the edge of pavement, sweeping and washing the pavement, if required, in advance of the overlay operation. It is recommended that a power water wash be used in deceleration zones for the complete removal of dust that may cause overlay slippage.

All manholes, utility vaults, valve boxes and survey monument covers encountered in the area to be overlaid with asphalt concrete shall be carefully referenced out prior to the overlay by the Contractor. All exposed survey monuments shall be referenced out prior to the overlay, covered by an appropriate method approved by the Contract Manager, and uncovered after the overlay without disturbing or damaging the survey monument.

The planing of asphalt concrete pavement shall be performed by cold planing. The cold planing machine shall have a cutter head at least five (5) feet wide and shall be operated so as not to produce fumes or smoke. The road surfacing to remain in place shall not be damaged in any way. The planed road surface shall not be damaged or spalled.

Pavement planning shall be to within one (1) foot on all sides of manhole rims, drain inlets, vaults, valve boxes, and any other roadway appurtenances located in the planing area, unless the objects fall within three (3) feet of the lip of gutter. Following planning operations, no drop-off will be allowed at any time adjacent to driveways or around the edges of manhole rims, drain inlets, vaults, valve boxes, and any other roadway appurtenances. Where transverse joints are planned in the pavement at conform lines, no drop-off shall remain between the existing pavement and the planed area when the pavement is opened to public traffic.

If permanent asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened to public traffic, a temporary asphalt concrete taper shall be constructed. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered in five (5) feet to the level of the planed area. Asphalt concrete for tapers shall be commercial quality and may be spread and compacted by any method that will produce a smooth riding surface. Asphalt concrete tapers shall be completely removed, including removing all loose material from the underlying surface, before placing the permanent surfacing. Full compensation for furnishing asphalt concrete for temporary tapers and for constructing, maintaining, removing, and disposing of the tapers shall be considered as included in the contract price paid per square foot for pavement planing (wedge grinding) and no additional compensation will be allowed therefore.

All planed material, not used to replace unsuitable material removed from this project, shall be transported and properly disposed of offsite. Transport and off-loading of material shall be considered incidental and included in the unit price paid for this item.

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Planed pavement shall not remain exposed to traffic for more than five (5) calendar days before paving. It shall be the responsibility of the Contractor to schedule planing and paving operations to meet this requirement.

The contract unit price paid per square foot for AC Overlay (2") shall include full compensation for furnishing all labor, materials, tool, equipment, and incidentals, and for doing all work involved in placing AC complete in place, including all traffic control, pre-level preparation, wedge grinding and furnishing and spreading sand cover if directed by the Contract Manager, furnishing and placement of ½" Type A AC and labor and materials involved as specified in the Standard Specifications and these Special Provisions, and as directed by the Contract Manager and no additional compensations shall be allowed, therefore.

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

C.33) LEVELING COURSE

This work includes placing of AC overlay balance, filling low areas and covering heavy alligator cracking over designated areas. The estimated quantities involved in this section are for bidding purposes only. The quantity may be extended, reduced or deleted at the discretion of the Contract Manager, with no change in unit price.

Tack coat of asphalt emulsion shall conform to Sections 37, "Bituminous Seals", 39, "Asphalt Concrete", and 94, "Asphaltic Emulsions" of the Standard Specifications. Aggregate Base –Class II and Asphalt Concrete, ¾" Type A shall comply with these Special Provisions.

Overlay balance, mechanical, shall mean filling low areas or covering alligator cracks with AC to match existing pavement contours. A maximum of one (1) inch depth leveling course will be laid with tapering to conform to existing roadways. Depth and amount of area to receive leveling course may change as directed by the Contract Manager.

Pavement delineation removal shall be coordinated with temporary delineation so that lane lines are provided at all times on traveled ways open to public traffic. Temporary reflective pavement markers shall be placed at intervals of not more than 25 feet. Temporary reflective raised pavement markers shall be the same color as the existing lane line or centerline.

Leveling Course will be measured by the ton of AC actually placed. Weight certificates shall be furnished by the Contractor to the Contract Manager at the job site upon delivery of the material. The contract unit price per ton for Leveling Course shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in applying the tack coat and constructing leveling course complete in place as specified in these specification.

ITEM 16.4.

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

C.34) CRACK SEALING

Crack Sealing provides for the application of an asphalt-based or other approved crack seal product to the cracks in AC pavements to minimize water infiltration through the road surface. The estimated quantities involved in this section are for bidding purposes only. The quantity may be extended, reduced or deleted at the discretion of the Contract Manager, with no change in unit price.

The contractor shall submit, to the Contract Manager, product performance specifications for the crack filling material proposed to be used. No application shall be performed until the material has been approved by the Contract Manager.

The Contractor shall implement the appropriate traffic control. Crack preparation, material application and curing shall be in accordance with the manufacturer's recommendations and to the satisfaction of the Contract Manager.

Payment for Crack Sealing shall be made per lineal foot of application, as measured in the field. Payment shall be at the contract unit price bid per lineal foot and shall include traffic control, surface preparation, application curing time and all labor and materials involved and no additional payment allowed, therefore.

C.35) POTHOLE PATCHING

Pothole Patching provides for the application of an asphalt-based patching compound to fill potholes and provide a smooth running surface. The estimated quantities involved in this section are for bidding purposes only. The quantity may be extended, reduced or deleted at the discretion of the Contract Manager, with no change in unit price.

The contractor shall submit, to the Contract Manager, product performance specifications for the pothole patching materials proposed to be used. No application shall be performed until the material has been approved by the Contract Manager.

The Contractor shall implement the appropriate traffic control. Pothole preparation, material application and curing shall be in accordance with the manufacturer's recommendations and to the satisfaction of the Contract Manager.

Payment for Pothole Patching shall be made per square foot of application, as measured in the field. Payment shall be at the contract unit price bid per square foot and shall include traffic control, surface preparation, application curing time and all labor and materials involved and no additional payment allowed, therefore.