

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS

ACTION AGENDA SUMMARY

DEPT: General Services Agency

BOARD AGENDA # *B-8

Urgent

Routine

AGENDA DATE June 30, 2015

CEO Concurs with Recommendation YES NO

(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award a Contract to Hensley's Paving and General Engineering, Inc. for Parking Lot Resurfacing and Repairs at Various Locations within Stanislaus County

STAFF RECOMMENDATIONS:

1. Award a contract to Hensley's Paving & General Engineering, Inc. in the amount of \$277,154 for parking lot resurfacing and repairs at multiple locations throughout the County.
2. Authorize the Purchasing Agent to execute the contract with Hensley's Paving & General Engineering, Inc. for \$277,154, and sign any necessary documents on behalf of the County.
3. Authorize the Purchasing Agent to execute change orders in accordance with Public Contract Code Section 20142.

FISCAL IMPACT:

The total amount of the contract is \$277,154. Funds to support this project are available in the Deferred Maintenance program and have been included in the Plant Acquisition budget approved by the Board as part of the Fiscal Year 2015-2016 Proposed Budget.

BOARD ACTION AS FOLLOWS:

No. 2015-302

On motion of Supervisor Chiesa, Seconded by Supervisor O'Brien and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, De Martini, and Chairman Withrow

Noes: Supervisors: None

Excused or Absent: Supervisors: Monteith

Abstaining: Supervisor: None

- 1) X Approved as recommended
- 2) _____ Denied
- 3) _____ Approved as amended
- 4) _____ Other:

MOTION:

ATTEST:

Christine Ferraro
CHRISTINE FERRARO TALLMAN, Clerk

File No.

DISCUSSION:

As part of the Deferred Maintenance program for Fiscal Year 2015-2016, General Services Agency (GSA) has identified parking lots at various County locations, which need repair/resurfacing/restriping. In order to obtain the best pricing and manage projects efficiently, GSA requested Bids for parking lot repairs and rehabilitation services, including demolition, asphalt and concrete work, seal coating, curb stop installation, and parking lot striping. These repairs will be performed at the following County locations:

Building/Department	Description
Agriculture Center 3800 Cornucopia Way Modesto, CA	Repair and restripe main parking lot; pave short dirt road at rear of complex.
Behavioral Health and Recovery Services 800-820 Scenic Drive Modesto, CA	Resurface and restripe the center parking lot.
Behavioral Health and Recovery Services 1904 Richland Avenue Ceres, CA	Resurface and restripe parking lot.
Clerk-Recorder 1021 "I" Street Modesto, CA	Resurface and restripe front parking lot.
Health Services Agency 830 Scenic Drive Modesto, CA	Resurface and restripe front & back parking lots, business office parking lot, and back alley.
Library 324 E Street Waterford CA	Repair parking lot.
Office of Emergency Services 3705 Oakdale Road Modesto, CA	Seal & restripe back parking lot.
Probation 2215 Blue Gum Avenue Modesto, Ca	Resurface and restripe front parking lot.
GSA Central Stores Warehouse 909 Oakdale Rd. Modesto, Ca	Replace damaged asphalt between two warehouse buildings.

GSA posted Invitation to Bid #15-21-BD "Parking Lot Resurfacing and Repair" (Bid) on May 12, 2015. The Bid was downloaded by 19 entities, including

Approval to Award a Contract to Hensley's Paving and General Engineering, Inc. for Parking Lot Resurfacing and Repairs at Various Locations within Stanislaus County
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contractors, vendors, and builder exchanges/plan-rooms. A mandatory pre-conference was held May 18, 2015, which seven contracting firms attended. A second mandatory pre-bid conference was held May 27, 2015, and five of the original seven contractors attended.

When bidding closed on June 2, 2015, the GSA received responses from five contractors:

- Hensley's Paving & General Engineering, Inc. (Hickman, CA);
- Central Valley Paving (Ceres, CA);
- DRYCO Construction (Fremont, CA);
- Ross F. Carroll, Inc. (Oakdale, CA); and
- T&S Intermodal Maintenance, Inc., dba T&S West (Linden, CA).

Three of the five bidders qualified for the County's Local Vendor Preference (LVP) as set forth in Section 2.24.125 of the Stanislaus County Code. The LVP entitles local vendors to receive a five percent preference for evaluation purposes only. A local vendor must meet all of the criteria:

1. The vendor has a fixed office or distribution point located within the county of Stanislaus for at least one year prior to the transaction for which preference is claimed by the vendor. Post office boxes do not qualify as a verifiable business address.
2. The vendor has a current business license issued by the county or by a city within Stanislaus County.
3. The vendor employs at least one full-time employee whose primary residence is located in Stanislaus County, or if the business has no employees, at least fifty percent of the business shall be owned by one or more persons whose primary residence is located in Stanislaus County.

The evaluation of the bids is set forth in the table below:

Vendor	Bid Amount	*Less LVP Discount	*Adjusted Bid Amount
Hensley's Paving	\$277,154	5%	\$263,296
DRYCO Construction	\$326,135	N/A	\$326,135
Central Valley Paving	\$340,000	5%	\$323,000
T&S West	\$451,067	N/A	\$451,067
Ross F. Carroll	\$553,000	5%	\$525,350

*LVP Discount is 5% of bid amount or \$5,000.00, whichever is greater.

Approval to Award a Contract to Hensley's Paving and General Engineering, Inc.
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Hensley's Paving & General Engineering, Inc. (Hensley's) submitted the lowest responsive and responsible bid, both before and after the LVP discount was applied. For these reasons, approval is requested to enter into an agreement with Hensley's based upon their bid amount.

All labor, material, and equipment to perform parking lot repair and rehabilitation services including, but not limited to, demolition, asphalt concrete work, seal coating, curb stop installation, and parking lot striping work will be provided, installed, and guaranteed by Hensley's Paving & General Engineering. Project management will be performed by the General Services Agency's Facilities Maintenance Division (FMD), who shall oversee all contracted services, including demolition and construction, to assure contract compliance. The FMD project manager will also assume all on-site coordination between County staff and the contractor. All work is to be completed within ninety (90) working days of the date to be identified on the Notice to Proceed.

The attached agreement is based on the standard contract template previously approved by County Counsel. The anticipated effective date of the agreement is July 6, 2015, with completion anticipated on or before November 30, 2015.

POLICY ISSUE:

Approval to award this agreement supports the Board's priority of Efficient Delivery of Public Services by providing timely repairs to multiple parking lots throughout the County, avoiding additional costly repairs in the future, and leveraging economies of scale to obtain favorable pricing for the work being performed.

STAFFING:

Existing General Services Agency staff will assist with project management and coordination of this deferred maintenance project.

CONTACT:

Keith Boggs, GSA Director/Purchasing Agent. (209) 652-1514
Matt Innes, Project Manager. (209) 272-0611

ATTACHMENT:

Contract

**AGREEMENT
(Public Works of Improvement)**

This Agreement, made this June 30, 2015, by and between HENSLEY'S PAVING & GENERAL ENGINEERING, INC., (the "Contractor") and the COUNTY OF STANISLAUS (the "County").

ARTICLE I

The Contractor will provide all the materials, tools, equipment and labor to perform all the work necessary to complete in a good workmanlike manner:

BID NAME: Parking Lot Resurfacing and Repair
BID NO. 15-21-BD

As set forth in the Bid of the Contractor and in accordance with the above-noted Invitation for Bid and related Notice to Bidders, Information for Bidders, General Conditions, plans and specifications, bonds, addenda, and any documents particularly required or provided, all of which are attached hereto and made a part hereof. All of the foregoing documents, together with this Agreement, comprise the contract.

ARTICLE II

All of the work included in this contract shall be performed under the direction of the County, and in conformity with the true construction and meaning of the Contract, as determined solely by the County.

ARTICLE III

No alterations in the work shall be made except upon written order of the County. The amount to be paid by the County or to be deducted from the Contract price by virtue of such alterations shall be stated in said order and shall be approved in writing by the County and the Contractor.

Changes, additions, and alterations in the work, which do not exceed \$500.00, may be ordered in writing by the Purchasing Agent of the County of Stanislaus. All other changes, additions, or alterations in the work shall be by order of the Stanislaus County Purchasing Division of the County of Stanislaus.

ARTICLE IV

The Contractor shall commence the work within **ten (10) working days** after the date specified in the Notice to Proceed given with respect to each project identified in Article V below, and shall prosecute said work in a prompt, diligent and workmanlike manner. The Contractor shall complete all work within

Ninety (90) Calendar Days.

of the date of the Notice to Proceed issued for such Project, unless extension or suspension of the work is agreed to in writing by the County. Time is of the essence in this Agreement.

ARTICLE V

The County agrees to pay and the Contractor agrees to accept in full payment for the work:

STANISLAUS COUNTY PARKING LOT RESURFACING AND REPAIR ESTIMATE

ITEM NO.	PARKING LOT LOCATION	UNIT OF MEASURE	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)
1	Agriculture Center 3800 Cornucopia Way, Modesto	Each	One (1)	\$27,722.00
2	Behavioral Health and Recovery Services, 1904 Richland Avenue, Ceres	Each	One (1)	\$18,145.00
3	Behavioral Health and Recovery Services 800-820 Scenic Drive, Modesto	Each	One (1)	\$10,476.00
4	Health Services Agency 830 Scenic Drive, Modesto	Each	One (1)	\$95,902.00
5	Clerk-Recorder 1021 "I" Street, Modesto	Each	One (1)	\$52,579.00
6	Library 324 E Street, Waterford	Each	One (1)	\$1,996.00

7	GSA Warehouse 909 Oakdale Rd., Modesto	Each	One (1)	\$37,020.00
8	Probation 2215 Blue Gum Avenue, Modesto	Each	One (1)	\$22,537.00
9	Office of Emergency Services 3705 Oakdale Road, Modesto	Each	One (1)	\$10,777.00

CONTRACT TOTAL \$277,154.00

The County shall pay to the Contractor in due course and at the usual time for payment of County obligations after the last day of each month, ninety-five percent (95%) of the cost of the work completed and material properly stored on the job site, which cost shall be determined by the County. A final payment of five percent (5%) of the contract price shall be due the Contractor 30 days after acceptance of the work, provided that the Contractor furnishes to the County satisfactory evidence that all obligations for labor and materials have been satisfactorily fulfilled within the said 30 day period, and further provided that no payment shall be construed to be an acceptance of defective work or improper materials.

Except as otherwise prohibited by law, the Contractor may elect to receive all payments due under the contract pursuant to Section 2.15 of the General Conditions of the contract documents without any retention. If the Contractor so elects, he shall deposit with the County securities with a value equal to the monies, which would otherwise be withheld by the County. Said securities shall be as provided in Section 22300 of the Public Contract Code and shall be approved by the County as to both sufficiency and form.

ARTICLE VI

Prior to commencing the work, the Contractor shall file a bond issued by a surety company, approved by the County, and in the form acceptable to the County in the amount of one hundred percent (100%) of the contract price for the faithful payment and satisfaction of all lawful claims of all persons for labor and materials furnished in the prosecution of the contract work. Prior to commencing the work, the Contractor shall file a bond issued by a surety company, approved by the County, and in the form acceptable to the County in the amount of one hundred percent (100%) of the contract price to guarantee the faithful performance of the contract.

ARTICLE VII

The Contractor shall take out, and maintain during the life of the contract, insurance policies as described in Section 2.16 of the General Conditions of the contract documents.

ARTICLE VIII

The Contractor shall indemnify, defend, and save harmless Stanislaus County and all officers and employees thereof connected with the work from all claims, suits or actions of every name, kind and description, brought forth or on account of injuries to or death of any person, including, but not limited to, workmen and the public, or damage to property resulting from the performance of the contract, except as otherwise provided by statute. The duty of the Contractor to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The Contractor waives any and all rights to any type of express or implied indemnity against the County, its officers or employees.

ARTICLE IX

When the work is completed and ready for final inspection, the Contractor shall notify the County which shall make such final inspection within five (5) days after notice.

If the County shall approve the work and find that the work is complete and ready for acceptance and shall accept the same, the final payment of the contract price shall be due as provided in Article V, hereof.

ARTICLE X

The Contractor shall comply with all the provisions of state and local laws relating to contracts for the prosecution of public works, and Sections 2.13, 2.18, 2.19, 2.20, 2.21, and 2.22 of the General Conditions are hereby referred to and incorporated herein as if fully set forth. Pursuant to law, the County has ascertained the general prevailing rate of per diem wages in the locality of the work for each craft or type of workman required for performance of the contract, which rates are as stated in the Invitation to Bidders, and the Contractor shall be required to pay not less than said prevailing rates.

ARTICLE XI

Whenever any act is directed to be done or notice directed to be given by or to the County hereof, the same may be done or given by or to the General Services Agency, Facilities Maintenance Division.

ARTICLE XII

The Contractor shall not assign the contract or sublet it as a whole without the written consent of the County, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County. This contract shall be binding upon the parties hereto, their heirs, successors, assigns, subcontractors, and legal representatives.

ARTICLE XIII

Any alteration or alterations made in this contract, or any part hereof, shall not operate to release any surety from liability of any bond given pursuant to the provisions of this contract and the consent of such surety to such alteration or alterations is hereby given, the surety expressly waiving hereby the provisions of Section 2819 of the Civil Code.

ARTICLE XIV

Neither the final certificate nor payment, nor any provision of the related documents, shall relieve the Contractor of responsibility for faulty workmanship or materials, and less otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of filing Notice of Completion. The County shall give notice of observed defects with reasonable promptness. All questions arising under this Article shall be decided by the Director of the General Services Agency, Facilities Maintenance Division.

COUNTY OF STANISLAUS

By: [Signature]
Keith D. Boggs, Assistant Executive Officer,
GSA Director/Purchasing Agent

"County"

HENSLEY'S PAVING & GENERAL ENGINEERING, INC.

By: [Signature]
Name: Tim Hensley
Title: President

"Contractor"

APPROVED: _____, 2015
BOS Resolution # _____

APPROVED AS TO CONTENT:
General Services Agency – Facilities Maintenance Division

By: [Signature] DONNA RILEY
GSA ASST. DIR.

For Scott Shook, Facilities Maintenance Manager

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: [Signature]
Deputy County Counsel

NOTE: The Contractor's signature must be acknowledged before a Notary Public Contractor.

State of California }
 } SS.
County of Stanislaus }

On this ___ day of _____, 2015, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument the person or entity upon behalf of which the person 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.

(SEAL)

Notary's Signature

**STANISLAUS COUNTY GSA PURCHASING DIVISION
FOR
GSA FACILITIES MAINTENANCE DIVISION
Bid #15-21-BD**

PART 1 – TECHNICAL SPECIFICATIONS

Technical specifications for the Parking Lot Resurfacing and Repair project were included in the BID DOCUMENTS for BID #15-21-BD, are attached hereto as Exhibit A, and incorporated herein by reference.

ADDENDA

1. Addendum Nos. 1 and 2 to BID #15-21-BD are incorporated herein by reference.

END OF SECTION

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2.00 GENERAL CONDITIONS.

2.01 OWNER. The term "Owner", where used herein, shall mean the County of Stanislaus, a political subdivision of the State of California.

2.02 BOARD. The term "Board", where used herein, shall mean the Stanislaus County Purchasing Division of the County of Stanislaus, California.

2.03 ENGINEER. The Stanislaus County General Services Agency, Facilities Maintenance Division shall supervise and be responsible for the work, and whenever the word "Director" or the word "Engineer" is used herein, it shall mean the Stanislaus County General Services Agency, Facilities Maintenance Division, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

2.04 CONTRACTOR. The term "Contractor", where used herein, shall mean the Contractor to whom the contract for the work described and specified herein has been awarded to by the Board.

2.05 SUBCONTRACTOR. The term "Subcontractor", where used herein, includes only those having a direct contract with the Contractor for the work or portion of the work described and specified herein.

2.06 WORK. The term "Work", where used herein, includes all labor, materials and any necessary equipment required for complete performance of the contract.

2.07 CONTRACT DOCUMENTS. The term "Contract Documents", where used herein, includes the following: The Notice to Bidders, the Instructions to Bidders, the General Conditions, the plans and specifications, the bid, the Agreement, the general bond and insurance certificates. The contract documents are complementary, and what is called for by one shall be as binding as if called for by all.

2.08 DOCUMENT CLARITY. The Contractor's attention is directed Government Code section 27361.7, which requires that documents will reproduce readable photographic record:

Whenever the text of a document presented for record may be made out but is not sufficiently legible to reproduce a readable photographic record, the recorder may require the person presenting it for record to substitute a legible original document or to prepare a legible copy of the first document by handwriting or typewriting and attach the same to the original as a part of the document for making the permanent photographic record. The handwritten or typewritten legible copy shall be certified by the party creating the copy under penalty of perjury as being a true copy of the original. As used in this section, the word "text" includes the notary seal, certificates, and other appendages thereto.

2.09 COMPLETE CONTRACT. The complete contract consists of all of the contract documents.

2.10 PLANS AND SPECIFICATIONS. The term "Plans and Specifications", where used herein, shall mean and include all specifications and provisions of any kind, whether general, detailed or otherwise, relating to the labor, equipment, material or work in the installation thereof, and the plans and drawings, if any, accompanying same which are made a part hereof.

2.11 AGREEMENT. The Contractor to whom the work is awarded shall, within eight days after receipt of the contract documents as mailed by the Stanislaus County General Services Agency, Facilities Maintenance Division, enter into an agreement with the owner. The form of agreement is attached herein and made a part of these General Conditions.

2.12 MATERIAL, LABOR, EQUIPMENT AND OTHER FACILITIES. Unless otherwise provided, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, lights, power, transportation and other facilities necessary for the execution and completion of the work.

2.13 PERMITS AND LICENSES. All permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor, except those secured by Owner and so noted.

2.14 INSPECTION OF WORK. A representative of the Owner shall, at all times, have access to the work and the Contractor shall provide proper facilities for such access and for inspection. The Contractor's attention is directed to Government Code Section 1126 and Stanislaus County regulations wherein the Owner's representative is prohibited from accepting from the Contractor, his employees, and subcontractors any gratuity, gift, service or material of any value or use of equipment or facilities, and agrees to abide by the section and regulations.

2.15 BONDS. The Contractor shall furnish and deliver to the Board a surety bond in the amount equal to one hundred percent (100%) of the contract price to guarantee the faithful performance of the contract, and a surety bond in an amount equal to one hundred percent (100%) of the contract price for the faithful payment and satisfaction of all lawful claims of all persons for labor and material furnished and the prosecution of the contract. Such surety bonds shall be issued by a corporation duly and legally licensed to transact surety business in the State of California and approved by the Board. All participating signatures on the bonds shall be notarized.

2.16 INSURANCE.

2.16.1 Scope of Coverage. Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

(a) General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form which uses a general aggregate limit, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

(b) Fire Insurance. Builder's Risk Fire Insurance, including Extended Coverage and Vandalism and Malicious Mischief endorsements, jointly in the name of the Owner and the Contractor, such insurance at all times to be of sufficient amount to cover fully all loss or damage to the work under this agreement, resulting from fire and perils covered by the above-referenced endorsements, with limits of not less than one hundred percent of the contract price.

(c) Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

(d) Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

2.16.2 Deductibles, Self-insured Retentions and Named Insureds. Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by Owner. At the option of the Owner, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash or letter of credit guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses.

2.16.3 Additional Insured. The Contractor shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the Owner and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of the Contractor; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the Owner and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

2.16.4 Primary Insurance. The Contractor's insurance coverage shall be primary insurance regarding the Owner and Owner's officers, officials and employees. Any insurance or self-insurance maintained by the Owner or Owner's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

2.16.5 Compliance. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner or its officers, officials, employees or volunteers.

2.16.6 Application of Insurance. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2.16.7 Notice of Cancellation. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Owner.

2.16.8 Acceptability of Insurers. Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-VII.

2.16.9 Subcontractors. Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional named insureds under its insurance policies.

2.16.10 Verification of Coverage. At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

2.16.11 Limitation of Liability. The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

2.17 DEFENSE AND INDEMNIFICATION.

2.17.1 Contractor Indemnification. Contractor and its officers, employees, agents, representatives or subcontractors shall defend, indemnify and hold harmless the Owner and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with the performance of this Agreement by Contractor or Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the Owner and its agents, officers and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense or other cost which is caused in whole or in part, directly or indirectly, by any act or omission of the Contractor and its officers, employees, agents, representatives, subcontractors, suppliers or anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable.

2.17.2 Effect of Insurance. Contractor's obligation to defend, indemnify and hold the Owner and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

2.17.3 Owner Indemnification. To the extent permitted by law, the Owner shall defend, indemnify and hold harmless Contractor and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the active negligence or wrongful acts of Owner and its officers or employees.

2.18 ASSIGNMENT OF CONTRACT. The Contractor shall not assign the contract or sublet it as a whole without written consent of the owner, nor shall the Contractor assign any monies due or to become due to him hereunder without the written consent of the Owner.

2.19 EIGHT-HOUR DAY. The time of service of any laborer, workman, or mechanic employed upon any of the work herein specified is limited and restricted to eight (8) hours during any one calendar day, and 40 hours during any one calendar week, except that work performed by employees of contractors in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day and not less than one and one-half (1-1/2) times the basic rate of pay.

The Contractor shall forfeit, as a penalty to the owner \$25.00 for each laborer, workman or mechanic employed in the execution of this contract by him or by any subcontractor under him, upon any public work herein

specified for each calendar day or week during which any laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day or 40 hours in any one calendar week in violation of the provisions of Article 3 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California, and said sums and amount which shall have been so forfeited pursuant to this paragraph and said provisions of said Labor Code shall be withheld and retained from payment due to the Contractor under this contract, pursuant to this contract and the said terms of said Code; but no sums shall be so withheld, retained, or forfeited except from the final payment without a full investigation by either the Division of Labor Law Enforcement of the State Department of Industrial Relations or by said Board.

2.20 PREVAILING WAGES. The Contractor shall comply with Labor Code Section 1775. In accordance with said Section 1775, the Contractor shall forfeit, as a penalty to the County of Stanislaus, \$25.00 for each calendar day or portion thereof for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work done under the contract by him or by any subcontractor under him. In addition to said penalty, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor.

Pursuant to Sections 1770 and 1773 of the Labor Code, the Board of Supervisors has ascertained the general prevailing rate of per diem wages applicable to the work to be done for straight time, overtime, Saturday, Sunday and holiday work. These wage rates, which are set forth by the Director of the Department of Industrial Relations, are now on file with the Stanislaus County General Services Agency, Facilities Maintenance Division and are a part of the contract. The Contractor is required to post a copy of these prevailing wage rates on the job site.

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

2.21 PAYROLLS AND BASIC RECORDS. The Contractor shall meet the requirements of Section 7-1.01A(3), "Payroll Records", of the State of California Standard Specifications. The Contractor shall be responsible for compliance by his subcontractors.

2.22 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS. Each bid shall have listed therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in the amount of 1/2 of one percent of his total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. A sheet for listing the subcontractors, as required herein, is included in the Bid. The bidder's attention is invited to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractor or by making unauthorized substitutions.

2.23 STANDARD SPECIFICATIONS AND CODES. All work herein specified shall be performed in accordance with applicable sections of the following Standard Specifications or Codes which are herein named and hereby made a portion of these specifications. In a case of conflict between these specifications and said Standards, these specifications shall be paramount.

Stanislaus County Code Title 16, Chap. 16.05 (Uniform Building Code, 1994 Edition)
Stanislaus County Code Title 16, Chap. 16.10 (Uniform Plumbing Code, 1994 Edition)
Stanislaus County Code Title 16, Chap. 16.15 (National Electric Code, 1993 Edition)
Stanislaus County Code Title 16, Chap. 16.20 (Uniform Mechanical Code, 1994 Edition)
Standard Specifications, State of California, Department of Transportation (1996)
Stanislaus County Improvement Standards
California Building Code (California Code of Regulations, Title 24, Part 2)

2.24 TAXES. Any federal, state or city tax payable on articles furnished by the Contractor under the contract shall be included in the contract price paid by the Contractor.

2.25 TIME FOR COMPLETION AND LIQUIDATED DAMAGES. The work to be performed on all Projects identified in Article V of this Agreement shall be completed within

"Ninety (90) Working Days"

from the date of Notice to Proceed issued with respect to entire Project. Should the Contractor fail to complete this contract and the work provided for therein within the fixed time for such completion, the parties hereto agree that it would be impracticable or extremely difficult to fix the actual damage, and therefore agree that the Contractor shall be liable to the Owner and may be assessed by the Owner in the sum of five hundred dollars (\$500.00) per day for each calendar day this contract is delayed beyond the time of completion above agreed upon by failure of the Contractor to complete the contract as specified. Such payment shall be construed to be liquidated damages by the Contractor in lieu of any other claim for damage because of such delay, and shall not be construed as a penalty.

2.26 PREFERENCES. Price and quality being equal, preference shall be given by the Contractor to Stanislaus County products.

2.27 DEFECTS IN WORK. The Contractor shall be responsible for and must make good any defects through faulty, improper or inferior workmanship or materials arising or discovered in any part of this work within one (1) year after the completion and acceptance of the same.

2.28 DEVIATION FROM PLANS AND SPECIFICATIONS. No deviation shall be made from the plans and specifications. If the Contractor shall vary from the plans and specifications in the form of quality or in the work or the amount or value of the materials herein provided for, the Owner shall have the right to order such improper work or materials removed, remade or replaced. In the event that the work is ordered changed, any other work disturbed or damaged by such alteration shall be made good at the Contractor's expense.

2.29 BRANDS. Wherever the name or brand of a manufacturer or an article is specified herein, it is used as a measure of quality and utility or a standard. If the Contractor desires to use any other brand or manufacturer of equal quality and utility to that specified, he shall make application to the Owner in writing and submit samples, if requested. The Contractor shall have 35 days after the award of the contract for submission of data substantiating any such request for substitution of "equal" items. The Owners will then determine whether or not the name brand or article is equal in quality and utility to that specified, and its decision shall be final.

Except in those instances in which the product is designated to match others presently in use, specifications herein calling for a designated material, product, thing or service by specific brand or trade name shall be deemed to be followed by the words "or equal" so that bidders may furnish any equal material, product, thing or service. The successful bidder shall have thirty-five (35) days after award of the contract for submission of data substantiating a request for a substitution of "an equal" item, pursuant to Section 3400 of the Public Contract Code.

2.30 NEW MATERIALS. All materials used in the work shall be new and the best market quality, unless specified or shown otherwise. All labor used on this contract shall be competent and skilled for the work. All work executed under this contract shall be done in the best, most thorough substantial and workmanlike manner. All material and labor shall be subject to the approval of the Engineer as to quality and fitness, and shall be immediately removed if it does not meet with his approval.

2.31 ABANDONMENT OF WORK. Should the Contractor abandon the work called for under the plans and specifications and contract documents, or assign his contract, or if the Contractor unnecessarily and unreasonably delays the work, or if the Contractor willfully violates any of the conditions of the plans and specifications or contract documents, or performs the work in bad faith, the Owner shall have the power to notify the Contractor to discontinue all work or any part thereof under this contract, and thereupon the Contractor shall cease to continue said work or such part thereof as the Owner may designate, and the Owner shall thereupon have the power to employ such persons as it may consider desirable, and to obtain by contract, purchase, hire or otherwise, such implements, tools, material or materials as the Owner may deem advisable to work at and be used to complete the work herein described, or such part thereof as shall have not been completed, and to use such material as it may find upon the site of said work, and to charge the expense of such labor and material, implements and tools to the Contractor, and the expense so charged shall be deducted and paid by the Owner out of such monies as may be either due, or may at any time thereafter become due to the Contractor hereunder and by virtue of the contract.

In the case such expense is less than the sum which would have been payable under the contract, if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the last said amount, then the Contractor or his bondsman shall pay the amount of such excess to the Owner on notice to either from the Owner the excess so due.

2.32 OCCUPANCY OF BUILDING. The Owner reserves the right to occupy or use any part or parts or the entirety of the building or project upon which the work is to be performed during the performance of the work. The exercising of this right shall in no way constitute an acceptance of such part or parts of the work, nor shall it in any way effect the date and time when the work is to be completed, nor shall it in any way prejudice the Owner's rights in

the Contractor any bond guaranteeing the same; this contract is to be deemed completed only when all of the work contracted for shall be duly and properly performed and accepted by the Board.

2.33 EXTENSION OF TIME. If it appears to the Contractor that he will not complete the work herein specified in the time agreed, he shall make written application to the Owner at least five (5) calendar days prior to the expiration of the time for completion, stating the reasons why and the amount of extension which he believes he should be granted. The Owner may then, in its discretion, grant or deny such extension.

2.34 SUSPENSION OF WORK. Should the Owner, for any cause, authorize a suspension of work, the time of such suspension will be added to the time allowed for completion. Suspension of work by order of the Board shall not be deemed a waiver of the claim of the Owner for damages for non-completion of the work as above required.

2.35 JUSTIFIABLE DELAYS. The Contractor shall not be held responsible for delays in the completion of the work caused by strikes, labor disturbances, lack or failure of transportation, war, inability to obtain materials due to war conditions, perils of the sea, insurrection, riot, acts of any government, whether foreign or domestic, federal or state, and/or any other causes similar to the foregoing which are beyond the control of and are not the fault of the Contractor, or if prevented by conditions directly resulting from the execution of contracts or the placing of orders by the Federal government or its authorized agencies or representatives, which are required by law to be given priority, but provided that whenever the Contractor shall claim that delays are due to any or all of the above named cause or causes of delay, request an extension of time in accordance with paragraph 2.31 of these General Conditions, and if the Board finds that such cause or causes of delay exist, it shall grant him an extension of time equal to the delay resulting from such cause or causes, or the Board may at its option, rescind said contract and pay said Contractor for the reasonable value of the work completed and let a new contract for the completion of the remainder of the work herein specified.

2.36 PATENTS AND ROYALTIES. If any material, composition, process or any other thing called for or required by the plans and specifications heretofore adopted by the Owner is covered by letter patent, all royalties and expenses thereof, all litigation therefrom, or other things whatsoever which may develop as a cost from the use of such material, composition, process or any other thing which is covered by letter patents shall be borne by the Contractor. The Contractor shall pay all license and/or royalty fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

2.37 EXAMINATION OF SITE. The Contractor shall be held to have examined the site, compared it with the drawings and specifications, and to have satisfied himself as to the conditions under which the work is to be performed. No allowance or claims on his behalf will be made for any expense to which he may be put as a result or failure on his part to thoroughly acquaint himself with conditions at the site.

2.38 DAMAGE TO OTHERS. The Contractor shall exercise due caution during his operations so as not to damage the property of others or Owner's property not directly involved under the plans and specifications, and shall be responsible for the protection of this property and shall replace any and all such property to its former condition as a result of his failure to provide protection or exercise due caution during his operations.

2.39 SURVEYS AND GRADES. The Engineer shall establish permanent type reference monuments or posts for the alignment and elevations of all work. For structures he will provide said monuments for reference data only. For general engineering contracts he shall provide the usual stakes sufficient for construction. The Contractor shall be charged with the responsibility of adequately protecting said stakes and monuments. The Contractor shall be requested to set supplemental posts for detailed construction needs.

2.40 SHOP DRAWINGS. The Contractor shall furnish two (2) copies of shop drawings for all steel, miscellaneous iron, electrical and sheet metal work at such time as to cause no delay in his own or other person's work. The Engineer shall, with reasonable promptness, check the drawings, making corrections, and return them for fabrication; two (2) copies of the corrected drawings used for fabrication shall be returned to the Engineer. The drawings shall not relieve the Contractor from any errors made in fabrication or deviation from original plans and specifications unless such deviation has been specifically permitted in writing by the Stanislaus County General Services Agency, Facilities Maintenance Division.

2.41 CORRECTION OF WORK AFTER FINAL PAYMENT. Neither the final certificate nor final payment, nor any provision of the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship, and unless otherwise specified, he shall remedy any defects due thereto and shall pay for any damage or other work resulting therefrom which shall appear within a period of one year from the date of substantial completion. The Owner shall give notice of observed defects with reasonable promptness. All questions arising under this article shall be decided by the Director of Public Works.

2.42 CHANGES IN WORK. The Owner, without invalidating the contract, may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly. All such work shall be performed under the conditions of the contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering the change. The Engineer shall have authority to make minor changes not involving extra cost and not inconsistent with the purpose of the project.

The value of such extra work or change shall be determined in one or more of the following ways:

- (a) By estimate and acceptance in a lump sum;
- (b) By unit prices named in the contract or subsequently agreed upon;
- (c) By cost and percentage and fixed fee.

Should conditions below surface of the ground be at variance with the conditions indicated by the drawings and specifications, the contract sum shall be equitably adjusted upon claim by either party made within a reasonable time after first observation of conditions.

The amount agreed upon as the value of any extra work resulting from any change order shall constitute full and complete compensation for all overhead, labor, material, tools, and equipment furnished in the performance of work required by that change order. Furthermore, the amount agreed upon as the value of extra work for any change order shall be accepted by the Contractor as full and complete compensation for any and all claims of any nature whatsoever, including, but not limited to, any actual or alleged claims for compensation by Contractor, or any subcontractor of Contractor for delays occasioned by or in any way arising out of stoppage of the work, coordination of the work with others, or processing of that change order.

2.43 CLEANING UP. Contractor shall at all times keep the premises free from accumulations of waste material or rubbish as a result of this operation. Upon completion of work he shall remove all rubbish, material and his equipment from the job and shall leave the job site in a "broom clean" or equivalent condition. In case of a dispute regarding this item, the Owner may remove rubbish or material and charge the cost to the several contractors as the authorized representative shall deem just.

2.44 SUPERVISION. The Contractor shall, at all times during the working hours of the contract, have a competent foreman or superintendent on the job who shall be authorized to act as an agent of the Contractor. Such agent shall be familiar with the type of work hereunder and be aware of the hazards and the safety rules relating to this particular type of construction. Ignorance or incompetence of a foreman shall be due cause for his removal from the job and cessation of work under this contract until the intent of this paragraph is fulfilled, without recourse by the Contractor for any extension of the time of completion as a result of the removal of such unsatisfactory agent.

2.45 APPRENTICESHIP STANDARDS. This contract is subject to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor. Section 1777.5, as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five, except:

- (a) When unemployment in the area of coverage by the Joint Apprenticeship Committee has exceeded an average of fifteen percent (15%) in the 90 days prior to the request for certificate; or
- (b) When the number of apprentices in training in the area exceeds a ratio of one to five; or
- (c) When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally; or
- (d) When the Contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

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

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

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

2.46 ASSIGNMENT OF ANTI-TRUST ACTIONS AND UNFAIR BUSINESS PRACTICE CLAIMS.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

2.47 EQUAL EMPLOYMENT OPPORTUNITY. Contractor agrees for the duration of this contract that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

The Contractor will send to each labor union or other representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the workers' representative of the Contractor commitments under this agreement.

The Contractor agrees that it will comply with the provisions of Titles VI and VII of the Civil Rights Act, Revenue Sharing Act Title 31, U.S. Code Section 2716, and California Government Code Section 12990.

The Contractor agrees that it will assist and cooperate with the County of Stanislaus, the State of California and the United States Government in obtaining compliance with the equal opportunity clause, rules, regulations, and relevant orders of the State of California and United States Government issued pursuant to the Acts.

In the event of the Contractor's non-compliance with the discrimination clause, the affirmative action plan of this contract, or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part by the Owner.

2.48 HANDICAPPED NON-DISCRIMINATION. This project is subject to Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) and all requirements imposed by the applicable office of Revenue Sharing Regulations (31 CFR Part 51) and all guidelines and interpretations issued thereto. In this regard, the Owner and all of its contractors and subcontractors will take all reasonable steps to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit or service as any other individual.

2.49 FAIR EMPLOYMENT AND HOUSING ACT ADDENDUM. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, sex, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State or local agency setting forth the provisions of this Fair Employment and Housing Section.

The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment and Housing Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment and Housing section of this contract.

Remedies for willful violation include:

(a) The State or local agency may determine a willful violation of the Fair Employment and Housing provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party; or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that the Contractor has violated the Fair Employment and Housing Act and has issued an order or obtained an injunction under Government Code Section 12900, et seq.

(b) For willful violation of this Fair Employment and Housing provision the State or local agency shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State or local agency in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State or local agency may deduct from any monies due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State or local agency.

2.50 CONTRACTS WHICH INVOLVE DIGGING TRENCHES OR EXCAVATIONS. Pursuant to Public Contract Code section 7104, the Contractor is hereby notified as follows:

Any public works contract of a local public entity which involves digging trenches or other excavations that extend deeper than four feet below the surface shall contain a clause which provides the following:

(a) That the Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

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

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

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

(b) That the public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

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

2.51 ARBITRATION. The last paragraph in Section 9-1.10, "Arbitration," of the Standard Specifications is amended to read as follows:

Arbitration shall be initiated by a Complaint in Arbitration made in compliance with the requirements of said regulations. A Complaint in Arbitration by the Contractor shall be made not later than 180 days after the date of service in person or by mail on the Contractor of the final written decision by the Department on the claim.

2.52 NOTICE OF POTENTIAL CLAIM. Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications is amended to read as follows:

9-1.04 Notice of Potential Claim. The Contractor shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the Engineer, including failure or refusal to

issue a change order, or for the happening of any event, thing, occurrence, or other cause, unless he shall have given the Engineer due written notice of potential claim as hereinafter specified. Compliance with this Section 9-1.04 shall not be a prerequisite as to matters within the scope of the protest provisions in Section 4-1.03, "Changes," or Section 8-1.06, "Time of Completion," or the notice provisions in Section 5-1.116, "Differing Site Conditions," or Section 8-1.07, "Liquidated Damages," or Section 8-1.10, "Utility and Non-Highway Facilities," nor to any claim which is based on differences in measurements or errors of computation as to contract quantities.

The written notice of potential claim shall be submitted to the Engineer prior to the time that the Contractor performs the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within 15 days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim.

The written notice of potential claim shall be submitted on Form CEM-6201 furnished by the Department and shall be certified with reference to the California False Claims Act (Government Code sections 12650 et seq.). The notice shall set forth the reasons for which the Contractor believes additional compensation will or may be due and the nature of the costs involved. Unless the amount of the potential claim has been stated in the written notice, the Contractor shall, within 15 days of submitting said notice, furnish an estimate of the cost of the affected work and impacts, if any, on project completion. Said estimate of costs may be changed or updated by the Contractor when conditions have changed. When the affected work is completed, the Contractor shall submit substantiation of his actual costs. Failure to do so shall be sufficient cause for denial of any claim subsequently filed on the basis of said notice of potential claim.

It is the intention of this Section 9-1.04 that differences between the parties arising under and by virtue of the contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

Should the Contractor, in connection with or subsequent to the assertion of a potential claim, request inspection and copying of documents or records in the possession of the Department that pertain to the potential claim, Contractor shall make its records of the project, as deemed by the Department to be pertinent to the potential claim, available to the Department for inspection and copying.

2.53 FINAL PAYMENT AND CLAIMS. Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications is amended to read as follows:

"9-1.07B Final Payment and Claims. After acceptance by the Director, the Engineer will make a proposed final estimate in writing of the total amount payable to the Contractor, including therein an itemization of said amount, segregated as to contract item quantities, extra work and any other basis for payment, and shall also show therein all deductions made or to be made for prior payments and amounts to be kept or retained under the provisions of the contract. All prior estimates and payments shall be subject to correction in the proposed final estimate. The Contractor shall submit written approval of the proposed final estimate or a written statement of all claims arising under or by virtue of the contract so that the Engineer receives such written approval or statement of claims no later than close of business of the thirtieth day after receiving the proposed final estimate. If the thirtieth day falls on a Saturday, Sunday or legal holiday, then receipt of such written approval or statement of claims by the Engineer shall not be later than close of business of the next business day. No claim will be considered that was not included in the written statement of claims, nor will any claim be allowed as to which a notice or protest is required under the provisions in Sections 4-1.03, "Changes," 8-1.06, "Time of Completion," 8-1.07, "Liquidated Damages" 5-1.116, "Differing Site Conditions," 8-1.10, "Utility and Non-Highway Facilities," and 9-1.04, "Notice of Potential Claim," unless the Contractor has complied with the notice or protest requirements in said sections.

"On the Contractor's approval, or if he files no claim within said period of 30 days, the Engineer will issue a final estimate in writing in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the State will pay the entire sum so found to be due. Such final estimate and payment thereon shall be conclusive and binding against both

parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

"If the Contractor within said period of 30 days files claims, the Engineer will issue a semifinal estimate in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the State will pay the sum so found to be due. Such semifinal estimate and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except insofar as affected by the claims filed within the time and in the manner required hereunder and except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

"Claims filed by the Contractor shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of said claims. If additional information or details are required by the Engineer to determine the basis and amount of said claims, the Contractor shall furnish such further information or details so that the information or details are received by the Engineer no later than the fifteenth day after receipt of the written request from the Engineer. If the fifteenth day falls on a Saturday, Sunday or legal holiday, then receipt of such information or details by the Engineer shall not be later than close of business of the next business day. Failure to submit such information and details to the Engineer within the time specified will be sufficient cause for denying the claim.

"The Contractor shall keep full and complete records of the costs and additional time incurred for any work for which a claim for additional compensation is made. The Engineer or any designated claim investigator or auditor shall have access to those records and any other records as may be required by the Engineer to determine the facts or contentions involved in the claims. Failure to permit access to such records shall be sufficient cause for denying the claims.

"Claims submitted by the Contractor shall be accompanied by a notarized certificate containing the following language:

"Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act (Government Code Section 12650 et. seq.), the undersigned, hereby certifies that the claim for the additional compensation and time, if any, made herein for the work on this contract is a true statement of the actual costs incurred and time sought, and is fully documented and supported under the contract between parties.

Dated _____ /s/ _____

(name) _____ of
(title) _____
(company)

Subscribed and sworn before me this _____ day of _____.

Notary Public

My Commission Expires _____

Failure to submit the notarized certificate will be sufficient cause for denying the claim.

Any claim for overhead type expenses or costs, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant. Any such overhead claim shall also be subject to audit by the State at its discretion.

Any costs or expenses incurred by the State in reviewing or auditing any claims that are not supported by the Contractor's cost accounting or other records shall be deemed to be damages incurred by the State within the meaning of the California False Claims Act.

The District Director of the District which administers the contract will make the final determination of any claims which remain in dispute after completion of claim review by the Engineer. A board or person designated by said District Director will review such claims and make a written recommendation thereon to the District Director. The Contractor may meet with the review board or person to make a presentation in support of such claims.

Upon final determination of the claims, the Engineer will then make and issue his final estimate in writing and within 30 days thereafter the State will pay the entire sum, if any, found due thereon. Such final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

2.54 CLAIMS UNDER \$375,000.

The provision of Article 1.5 (commencing with section 20104) of the Public Contract Code, relating to the resolution of construction Claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency are hereby incorporated in this Contract and set forth below.

20104. (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

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

(b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

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

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

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

20104.2. For any claim subject to this article, the following requirements apply:

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

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

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

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

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

of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

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

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

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

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

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

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

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

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

20104.6. (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

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

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EXHIBIT A
To
BID 15-21-BD:
STANISLAUS COUNTY PARKING LOT RESURFACING AND REPAIR

A. OVERVIEW

The County of Stanislaus (County) is seeking proposals from qualified, experienced, and licensed Contractors for general contracting services to furnish all labor, materials, and equipment to perform parking lot repair and rehabilitation services including, but not limited to, demolition, asphalt concrete work, seal coating, curb stop installation, and parking lot striping work.

Particular attention is directed to the "General Conditions and Instructions to Bidders", the "Specifications/Drawings/Scope of Work", "Additional Terms and Conditions" and the "Agreement Terms and Conditions", which are to be followed in all respects. In particular, attention is directed to the handicapped non-discrimination clause contained in the contract General Conditions, Section 2.48 that complies with Section 504 of the Rehabilitation Act of 1973.

Pursuant to sections 1770 and 1773 of the California Labor Code, the County's Board of Supervisors has ascertained the general prevailing rate of per diem wages applicable to the work to be done for straight time, overtime, Saturday, Sunday, and Holiday Work, which the successful Proposer shall be required to pay. These wage rates are set forth by the Director of the Department of Industrial Relations now on file with the Department of Public Works, and which shall become a part of the contract resultant from this Bid.

Except as otherwise prohibited by law, the Bidder may provide a bond to eliminate the need for retention. If the Bidder so elects, bidder shall deposit with the County securities with a value equal to the monies which would otherwise be withheld by the County. Said securities shall be as provided in Section 4590 of the California Government Code and shall be approved by the County as to both sufficiency and form.

B. BID INTENT

Fabricate and furnish all labor, material, and equipment to perform parking lot repair and rehabilitation services including, but not limited to, demolition, asphalt concrete work, seal coating, curb stop installation, and parking lot striping work. Stanislaus County General Service Agency contemplates issuing an award on the basis of a single bid for a complete project. As part of this Bid, the Bidder is required to submit all required pricing which will be incorporated into the final contract agreement at the time of award.

The Work on the site shall be authorized by a written and executed agreement. All terms and conditions in the Agreement shall apply to both projects.

Pricing is to be provided at prevailing wages. The successful Bidder shall develop the project cost based on unit/task and price/rates.

Locations:

Building/Department	Description
Agriculture Center 3800 Cornucopia Way Modesto, CA	Main parking lot is degraded with tree roots and broken curbs; dirt road at back of complex
Behavioral Health and Recovery Services 1904 Richland Avenue Ceres, CA	SRC Pavement Resurfacing
Behavioral Health and Recovery Services 800-820 Scenic Drive Modesto, CA	Resurfacing and restriping of the Center parking lot
Health Services Agency 830 Scenic Drive Modesto, CA	Resurface Parking lot at Front/Back and Alley as well as business office
Clerk-Recorder 1021 "I" Street Modesto, CA	Front Parking lot resurface and striping
Library 324 E Street Waterford CA	Waterford Parking lot repairs
Parks Modesto Reservoir Reservoir Road	Asphalt repairs at Modesto Reservoir/parking lots
Probation 2215 Blue Gum Avenue Modesto, Ca	Resurface Parking lot at Front
Office of Emergency Services 3705 Oakdale Road Modesto, CA	Parking lot seal & restripe - back parking lot

C. SCOPE OF SERVICES

PART 1 – TECHNICAL SPECIFICATIONS

SECTION 32 12 16 ASPHALT CONCRETE PART 1 – GENERAL

1.1 SCOPE

- A. Furnish all labor, materials, services, equipment, and appliances required to perform all work to complete the Contract, including, but not limited to, these major items:
 1. Shaping and fine grading for paving;
 2. Soil Sterilization;
 3. Rock Base;
 4. Asphalt Concrete (A.C.) for new surfaces;
 5. Patch & repair existing paving inclusive of repair and reinforcement of new to existing adjoining pavement joints, as required; and
 6. Patch and repair of existing surface paving to repair cracking and provide a fresh slurry coat sealer where noted on the plans.
- B. Demolish and repair A.C. paving as needed. Patch these areas based on the specifications listed below. Install new A.C. pavement, curb stops and parking lot striping as required.

1. Seal coats (2);
2. Remove and replace broken A.C. paving; and
3. Re-compact with roller.

1.2 REFERENCE STANDARDS

- A. PWC Spec: "Standard Specifications for Public Works Construction", latest edition, published by Building News Inc., Los Angeles, California
- B. State Standard Spec: Standard Specifications-California Department of Transportation, (CalTrans)
- C. Department of Public Works Stanislaus County, Standards and Specifications, 2007 Edition
- D. The Asphalt Institute/Asphalt Council of California
- E. American Society for Testing and Materials (ASTM)
 1. ASTM D422 Method for Particle-Size Analysis of Soils
 2. ASTM D2419 Test Method for Sand Equivalent Value of Soils and Fine Aggregate
- F. American Association of State Highway and Transportation Officials (AASHTO)

1.3 SUBMITTALS

- A. Materials list and product data of all items proposed to be provided under this Section;
- B. Certificates/certified analysis or certificate of compliance signed by the materials producer and the asphalt paving subcontractor stating that each shipment of materials meets or exceeds the specified requirements;
- C. Sampling Pavements and Mixtures – Furnish samples of specified thickness and density of the completed pavements. Cores, drilled from the base and surface, are to be used to test the density of the pavement using either ASTM D1188 or ASTM D2726, whichever is applicable. The same cores used to test the density will be used to measure the thickness of the pavement. Any deficiency in base thickness shall be made up with the surface mixture when the surface course is applied. Furnish all tools and labor for cutting samples and replacing pavement in areas sampled; and
- D. Submit samples of all accessory materials required under the work of this section.

1.4 REQUIREMENTS

- A. Comply with Stanislaus Public Works Requirements and Standard Specifications for Public Works Construction, 2007 Edition, for all work within the public right-of-way.

1.5 QUALITY ASSURANCE

- A. Inspection: The Owner will provide special inspection to insure the quality and thickness of sub-base, base and pavements as specified; such inspection may include density testing, core sampling, etc.
- B. Inspection Report: Upon completion of the asphalt paving the special inspector shall submit a report including the following:
 1. Brief description of the paving work performed;
 2. Discuss any problems and the corrective measures undertaken; and
 3. A statement that the work conforms to the specifications.
- C. Samples and Tests: The Owner will pay for density tests and core samples taken at random and at the discretion of the Owner's inspector. All tests and core samples that fail to meet the specification will require corrective action and retesting. Contractor shall pay for all corrective work and additional testing and/or coring. Contractor shall be notified immediately of such costs for which he is responsible.
- D. Source of Supply: Provide written certification from suppliers that all materials to be supplied meet the requirements of this specification. Furnish material weight tickets with each load delivered; these tickets will be collected at the jobsite with each delivery.

- E. Barricades: Asphalt concrete pavement shall be barricaded against use until the day following the completion of the surface.

1.6 JOB CONDITIONS

- A. Weather Limitations: Apply weed killers, tack coats, primers, construct pavements, or apply sealers only when atmospheric temperature is 40 degrees F or above, not raining within 48 hours after application, and when the underlying base surface is clean, dry and unyielding.

1.7 GUARANTEE

- A. Contractor shall repair or restore to a first-class condition any portion of the asphalt concrete paving placed under this contract in which creeping, shoving, cracking, raveling, softening or other defects due to improper placing or defective material that becomes apparent within two (2) years from date of completion. This guarantee shall include the extermination of vegetation that grows through paving. Repairs include the restoration of adjoining or applied materials and finish items. If such work is necessary prior to expiration of Guarantee, it shall be performed in a manner that is acceptable to the owner.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. For all paving work provide the following:
 - 1. Provide materials in accordance with State of California Standard Specifications.
 - 2. Aggregate Base Course: Aggregate Base shall conform to Section 26 of the CalTrans specifications and shall be Class II, ¾" maximum AB. Thickness shown on the plans shall be the minimum section allowed.
 - 3. Asphalt Tack Coat: SSPWC Section 302-5.4.
 - 4. Asphaltic Concrete: Asphalt Concrete shall conform to Section 39 of the CalTrans specifications and shall be type A Asphalt Concrete using AR4000 paving asphalt. Aggregate used in all but the final course shall be ¾" maximum, medium grading. Aggregate used in the final course shall be Type B, ½" maximum, medium grading.
 - 5. Asphalt Sealcoat: SSPWC Section 203-9.
- B. Rock Base: Shall be an approved decomposed granite, quarry run, conforming to Public Works Construction, Section 200-2.2/CalTrans Class 1 or crushed miscellaneous base PWC Section 200-2.4/CalTrans Class II. Rock shall be uniformly graded for size analysis and sand equivalent per ASTM D422 from coarse to fine to permit required compaction. Rock shall be free from vegetable matter, loam, clay or other deleterious substances. Base Aggregate Maximum Size: ¾"
- C. Prime Coat: Provide SS-1 Grade liquid emulsion, SC-250. Bituminous prime coat shall be MC-250 or MC-70 and shall conform to ASTM D 2027. Application rate shall be 0.25 gallon per square yard of surface covered. Application temperature shall be as follows:
 - 1. MC-250 140-225 degrees F. use for open surfaces
 - 2. MC-70 109-175 degrees F. use for open surfaces
- D. Asphalt Concrete Wearing Surfaces: Shall be Class C2 (Dense Medium) or D2 (Dense Fine), AR 4000 plant mix and shall consist of a mixture of asphalt cement and mineral aggregate consisting of coarse aggregate, sand and stone dust mixed by a central mixing plant. Asphalt content shall be 4.8-6.5% by weight of dry aggregate. The grading of the combined aggregates and the percentage of asphalt binders shall conform to the tabulations in which the percentages shown are based on the weight of dry aggregates only.
 - 1. Temperature leaving the plant: 290 degrees F minimum, 320 degrees F maximum
 - 2. Temperature at time of placing: 280 degrees F minimum
- E. Weed Killer:

1. Provide a dry, free-flowing, dust-free chemical compound, non-flammable, soluble in water, and capable of being spread dry or in solution, per manufacturer's recommendations.
 2. Acceptable products as manufactured by "Chlorax 40": Chipman Chemical Company, Inc., Palo Alto, California; "Monobar-Chlorate": U.S. Borax and Chemical Corp., Los Angeles, California, DuPont "Oust", or equal.
- F. Asphalts: Comply with provisions of Asphalt Institute:
1. Asphalt Cement: Penetration grade 85-100. Asphaltic seal coat shall be emulsified asphalt conforming to ASTM D977 grades SS-1, SS-1H, CSS-1 or CSS-1H and shall be diluted with equal parts of water. The application rate shall be 0.15 gallon per square yard of surface covered. The application temperature shall be between 70 degrees F and 140 degrees F.
 2. Tack coat: Emulsified asphalt material used for tack coat shall conform to ASTM D977 and shall be SS-1 or SS-1H, or CSS-1 and CSS-1H conforming to ASTM D 2397. Tack coat shall be applied at a rate of 0.15 gallon per square yard of surface covered. The application temperatures are as follows:
 - a. SS-1 or CSS-1 75-130 degrees F
 - b. SS-1H or CSS-1H 75-130 degrees F
- G. Water: Potable
- H. Sand: Clean, hard-grained, moderately sharp and containing 3% by volume maximum of loam, clay or other earthy impurities. Sand equivalent test method in conformance with ASTM D2419.
- I. Mineral Filler: Portland cement, ground limestone or fly ash in conformance with ASTM D242
- J. Sealer: Provide a sealer consisting of a mixture of well-graded fine aggregate, mineral filler, emulsified asphalt and water having a container consistency suitable for troweling after thorough stirring, and containing no clay or other deleterious substance. Product to be of Type I, II, or III based on aggregate gradation required for particular usage as suggested by the International Slurry Seal Association for streets, roadways and parking lot drive lanes.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Prior to start of paving work the Contractor shall check all sub-grades to ascertain that elevations are correct and that the sub-grade has been properly shaped. Any special shaping of the sub-grade shall be done under this Section. The starting of work in this Section shall be considered as acceptance of existing conditions.
- B. The Contractor shall have ascertained conditions at the site by inspection, observing the character and extent of the new paving work and the full extent of the patch and repair of the existing paving cracks and raveling to be performed under this Contract, (sink holes, i.e. grade depressions, pot holes and cracking).

3.2 PREPARATION OF SUBGRADE

- A. Sub-grade shall be scarified and sprinkled and the entire area thoroughly compacted by rolling to obtain a smooth, hard, even surface of approved bearing compacted to 95% minimum compaction to receive the mineral base course. The sub-grades shall be finished to the required grades with due allowance being made for the thickness of base course and asphalt concrete surfacing material.
- B. Sub-grades that are soft, unstable, and not readily compactable shall be removed and replaced with approved materials.

3.3 SOIL STERILIZATION

- A. Provide treatment after sub-grade has been completed and just prior to placing base course materials. Thoroughly sprinkle the treated surface area to distribute chemical to a depth of 3 inches into the sub-grade. Apply per manufacturer's recommendation.

3.4 HEADERS

- A. Place headers with the tops flush with the asphalt concrete surface at all edges of the pavement, except where they abut against rigid structures or pavement. Stakes shall be spaced not more than 4-feet and 0-inches apart and driven into the ground so tops are ½" below the tops of the headers. Wood headers shall be backed by and nailed to 18-inches long stakes with 12d galvanized common nails.

3.5 SHAPING AND COMPACTING CRUSHED ROCK BASE COURSE

- A. Spread the materials uniformly over the properly prepared sub-grade in layers whose depth does not exceed that which the equipment used is capable of compacting to the required density. The base course shall be placed in one or more lifts. The minimum lift thickness shall be at least two times the maximum particle size.
 - 1. Accomplish the preliminary compaction by rolling with tamping or grid type rollers. Accomplish the final compaction by rolling with multiple wheel pneumatic rollers and a tandem or three-wheel roller. Continue rolling until the base course material is compacted throughout the full depth to at least 95 percent of the density at optimum moisture based on the weight per cubic foot of the material passing the No. 4 sieve as determined by ASTM D 1557.
 - 2. The use of vibratory compactor in lieu of rolling equipment will be permitted, provided the compaction requirements and specified surface can be obtained.
 - 3. Blade, roll and tamp until the surface is smooth and free from waves and inequalities. Add water before and after the final rolling as approved by Owner's testing laboratory. Quantity of water applied shall not exceed the amount that will assure optimum moisture and specified density.
 - 4. To facilitate obtaining a smooth surface, the use of a small application of crushed rock screenings (material passing the 1/2 inch sieve) is permitted.
 - 5. The finished surface shall not show any deviations in excess of 3/8" when tested with a 10-foot straightedge applied parallel with and at right angles to the centerline of the surfaced area. The finished surface shall be hard, uniform and smooth and shall conform to the lines, grades and cross section indicated.
- B. The base material shall be placed with layers not exceeding 4-inches total after compaction for parking lot and access drives assuming a traffic index of 5.0 minimum.
 - 1. Thickness tolerance: Provide the lines and grades shown on the Drawings within a tolerance of 1/4-inches in ten feet.
 - 2. Deviations: Correct by removing materials and replacing with new materials, reworking or re-compacting as required.

3.6 PRIME AND TACK COAT

- A. Apply the specified prime coat and tack coat at the minimum rate of 0.10 to 0.25 gallons per square yard or as recommended per selected product and in conformance to reference standards. Before any hot mix asphalt is laid, apply a tack coat of asphalt to vertical faces of curbs, gutters, pavement, and structures below the surface of the pavement. Allow cure in accordance with manufacturers recommendations.

3.7 ADJUSTMENTS

- A. Adjust frames and covers if required to meet final grades.

3.8 SHAPING AND COMPACTING ASPHALT CONCRETE BASE COURSE

- A. Do not accept material unless it is covered with a tarpaulin until unloaded, brought in suitable trucks, and unless the material has a temperature of not less than 280 degrees F.
- B. Do not commence placement of asphalt concrete materials when the atmospheric temperature is below 50 degrees F, nor during fog, rain, or other unsuitable conditions.
- C. The required perimeter curbing shall be set in place and the Sub-grade shall be clean and dry when the paving is placed. Contact surfaces of all adjoining construction and cold pavement joints shall be painted with hot asphalt cement/tack coat prior to wear coarse application.
- D. Conform to ASTM D995 for all mixing and placing.
 - 1. Place the mixture with a bituminous spreader in ten-foot wide strips. Do not roll the 6-inch strip adjacent to the area that additional material is to be laid until that material is placed. After the first strip is placed and rolled, place the second strip and extend rolling to include the 6-inches of the first strip not previously rolled. Place succeeding strips while the unrolled 6-inch section of the adjoining work is hot and in a readily compactable condition.
 - 2. Spread the asphalt concrete on the sub-grade uniformly distributed and struck off smooth, uniform to depth, true to the proper width, cross section, uniform density, texture, and appearance, free of surface irregularities.
 - 3. Perform compaction by use of three-wheeled rollers, tandem rollers, vibratory rollers, or pneumatic-tired rollers.
 - 4. Spread, rake, and while still hot rolled immediately and thoroughly compacted by breakdown rolling without displacement. Delays in rolling freshly spread mixture will not be accepted.
 - 5. The compressive weight/load on the roller drive wheels is to be at least 325 pounds per inch of tire width. Finished rolling shall be completed with a 2-axle tandem roller weighing at least 5 to 8 tons.
 - 6. Rolling shall be commenced at the sides or edges adjacent to the curbs/headers and gradually worked toward the center until no movement of paving material is perceptible under action of the rollers. Rolling shall be done along lines parallel with the centerline or edges of the pavement overlapping on successive strips by at least one-half of the width of the rear wheel of the roller. Such longitudinal rolling will be required in all cases; cross, diagonal crescent and full circle rolling being required also, where width of pavement permits. Rolling shall continue until the surface is hard, smooth, unyielding, well bonded, true to grade, cross section, free from high spots, depressions and irregularities.
 - 7. Compact with hot hand tampers in areas not accessible to compaction rollers. Hand tampers shall have a tamping face of not more than fifty square inches and weigh not less than twenty-five (25) pounds. Skin patching of an area that has been finish rolled will not be permitted. Remove any mixture in any way defective or becomes mixed with foreign material and replace it with fresh mixture compacted to the density of the surrounding area. Rollers shall pass over unprotected paving edge only when the laying is discontinued for a length of time that would permit the mixture to become cold. Continue rolling until all roller marks are eliminated. Obtain at least 95 percent the density of a laboratory specimen from the same mixture/location, subjected to 50 standard Marshall blows on each side of the tested specimen.

3.9 BITUMINOUS PRIME COAT

- A. Apply the prime coat only when the crushed rock base course is dry or contains moisture content not in excess of that required to permit uniform distribution and the desired penetration. Do not apply prime coat when atmosphere temperature is below 50 degrees F or wind velocity exceeds 25 miles per hour.
- B. Prior to prime coating remove all loose material, dirt, clay or other non-conforming material from surfaces to be primed with power broom or blower supplemented with hand brooms.

- C. Prime coat bituminous material shall be applied in quantities not less than 0.25 gallons per square yard.
- D. Apply bituminous prime coat by bituminous distributor so uniform distribution is obtained at all points of the surface to be primed. Allow prime coat surface to cure for a period of not less than 48 hours without being disturbed. Protect primed surfaces from damage until succeeding layers of pavement are placed.

3.10 TACK COAT

- A. Apply tack coat to asphalt base course immediately prior to spreading surface course materials.
- B. Apply 0.15 gallons per square yard of surface to be covered.
- C. Apply tack coat by bituminous distributor so uniform distribution is obtained at all points. Apply tack coat to each layer of base course (or waterproofing membrane) and allow to cure before placing succeeding course. Apply only as much tack coat on pavement as can be covered with asphalt aggregate mixture in the same day.

3.11 ASPHALT CONCRETE SURFACE COURSE

- A. Plant hot-mix asphalt concrete surface course of the specified grade shall be placed in one or more courses to the thickness indicated placed over the previously prepared/approved base course.
- B. Place asphalt concrete only when the primed or tack coated base course is dry, weather is not rainy, and when temperatures are above 50 degrees F.
- C. Place mixture with a bituminous spreader in strips having a ten (10) foot width. Do not roll the edge 6" strip adjacent to the area that additional material is to be laid until additional materials are placed. After the first strip has been placed and rolled, place the second strip and extend rolling to include the 6-inches of the first strip not previously rolled. Place succeeding strips while the unrolled 6-inch section of the adjoining work is hot and readily compactable.
- D. Perform compaction with three-wheel rollers and tandem rollers. Begin rolling as soon as the mixture will bear the rolling without displacement. Make tests for conformity with the specified crown, grade, and smoothness immediately after initial compression. Before continuing the rolling, correct any variations by removing or adding materials. Continue rolling until all roller marks are eliminated and density has been obtained of at least 95 percent of the density of a laboratory specimen of the same mixture subjected to 50 blows of a standard Marshall on each side of the specimen or by a properly calibrated nuclear asphalt testing device or ASTM D1188 when slabs or cores are taken for laboratory testing. During rolling, moisten the wheels of the rollers to prevent adhesion of the mixture to the wheels but an excess of water will not be permitted. In all places not accessible to the roller compact with hot hand tampers. Hand tampers shall weigh not less than 25 pounds and shall have a tamping face of not more than 50 square inches.
- E. Joints: All joints shall have the same texture and density.
- F. Smoothness: The finished surface shall be free of birdbaths and not vary more than 1/8" when tested with a 10-foot straightedge applied both parallel with and at right angles to the centerline of the paved area.
- G. Thickness: as shown on the drawings.

3.12 PROTECTION

- A. Contractor shall take care in rolling operations not to damage concrete or other adjoining surfaces. Repairs shall be made at the Contractor's expense to meet the Architect's approval.
- B. Protect asphalt concrete paved areas from material pick up under foot or wheeled traffic until fully set and cured.
- C. After seal coating do not permit vehicular traffic on asphalt concrete pavement until it has cooled and hardened, in no case sooner than 24 hours.

3.13 PATCH AND REPAIR

- A. Pavement in Poor Condition: The areas of local distress (alligator/cracking, potholes, and upheavals) are to be repaired by full-depth asphalt patch.
 - 1. Existing materials in sinkholes and crevices shall be removed along with adjacent materials back two (2) feet in all directions outside the cracked area. Where there are several sinkholes and/or crevices in close proximity to each other, combine their respective areas into one uniform patch. Make cuts square or rectangular, with faces straight and vertical. Remove all soft, unstable material, and portions of the subgrade that will not compact until competent soils are countered.
 - 2. Sinkholes and crevices shall be filled with a dense-graded hot plant mixed asphalt twice the thickness of the adjacent structural surface, graded and compacted as required for proper drainage once the underlying base has been compacted, and base and vertical surfaces tack coated to ensure a bond between the existing pavement and the patch. Compact in layers if the hole is more than 6-inches deep. Compact each layer thoroughly. Compaction should be done with equipment most suited to the size of the job; using vibratory plate compactor for small patches or a roller for large areas. Use a straightedge or a string line to check the riding quality of the patch.
- B. Pavement in Fair Condition: Such pavement shall be characterized by random cracks of up to ½" in width and raveled aggregate.
 - 1. The cracks shall be prepared for filling by removing vegetation, chipping out all unstable A.C. paving, cleaning with a broom or a stream of compressed air, and the application of a soil sterilant.
 - 2. A fine sand-asphalt hot mix shall be used for filling cracks over ¼". Fine cracks up to 1/8" wide are too small to fill effectively and should be ignored when an overlay or slurry seal is to follow.
 - 3. The random cracks shall be filled as follows:
 - a. Cracks less than 3/8": Fill with emulsified asphalt slurry or a light grade of liquid asphalt mixed with fine sand.
 - b. Cracks 3/8" – ½": Fill with emulsified asphalt slurry (Type 3), mixed with fine sand.
 - c. Cracks greater than ½": Treat crack with application of tack coat. Fill with plant mixture consisting of a mixture of asphalt cement and mineral aggregate. Hand-tamp using steel wedge and hammer to fill crack flush with adjoining surface. Follow with a flood coat of Type 1 slurry.
- C. Adjustments:
 - 1. Depressed areas shall be restored to the proper cross-section by applying a leveling or wedge course. Variable thickness layers are intended to eliminate irregularities in contour of an existing surface or prior to overlay or slurry seal coats. Finished surface shall look completely flush, level and with all seams feathered out.
 - 2. Repaired cracks shall not only be filled but shall also have edges of both sides ground smooth and level with adjoining surfaces. Once slurry sealed the cracks shall be virtually undetectable.
- D. Preparation of Surface: Surface lots shall be swept clean of all dust and debris, with all oil and grease droppings removed in an approved manner to expose surface asphalt concrete that would affect proper adhesion and integrity of the new topping surface.
- E. Seal Coat: Patching and repairs shall be protected by application of a specified seal coat. Type, number of coats, and procedures are to be based on the condition of existing wearing course surfacing being covered.

3.14 FLOOD TEST

- A. Prior to application of seal coat, perform a flood test in the presence of the Owner or Architect.
- B. Flood the entire asphalt concrete paved area with water by use of a tank truck or hoses.
- C. If a depression is found, where water ponds to a depth of more than 1/8" in ten feet, correct to provide proper drainage within the specified tolerances.

3.15 APPLICATION OF SEAL COAT

- A. Prepare the surfaces, mix the sanded emulsified asphalt slurry seal coat material and apply one coat over all new paving and two coats over existing areas in accordance with the manufacturer's recommendations and referenced standards. Adjust type of slurry mixture used and application procedures based on actual project conditions and direction of placement so that a uniform distribution is obtained at all points.

SPECIFICATIONS FOR THE APPLICATION OF ASPHALT EMULSION SEALCOAT, GENERAL

The work covered by this specification includes the design, testing, and quality control required for the proper production of an Asphalt Sealcoat product and all materials, equipment, and workmanship required for the application of an Asphalt Sealcoat to an existing asphalt concrete pavement where shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

Asphalt sealcoats under this specification shall be manufactured by uniformly blending asphalt cement, water, aggregates and various admixtures in a central plant capable of producing a minimum of 2,400 gallons per hour of finished product. Components shall be measured and recorded by weight controls that consistently incorporate all additives as required by these specifications. Blending the admixtures with the base asphalt emulsion shall be accomplished through the use of a high shear mechanical mixer to provide a uniform mixture.

Asphalt Sealcoat shall be stored in a tank equipped with power driven mixing or agitation equipment capable of keeping the Asphalt Sealcoat thoroughly and uniformly mixed. The stored material shall be protected from freezing in cold weather conditions.

MATERIALS

The materials for Asphalt Sealcoat immediately prior to mixing shall conform to the following requirements:

The asphaltic cement shall have a penetration rating of 15 to 35 pen and an SHRP rating of PG-70-10. The asphaltic cement shall be modified to contain a minimum of 8% recycled crumb tire rubber incorporated into the asphalt cement by use of a high shear Siefert mill. The modified asphalt cement shall be combined with slate, clay, water, and admixtures to form a stable emulsion, with a pH not greater than 7.0 and solids content not less than 49%.

Water shall be potable and of such quality that the water will not separate from the emulsion before the sealcoat is applied.

Mineral Aggregate components shall be 100% passing the #50-mesh sieve. These components shall be natural or manufactured, consisting of clean, hard, durable, uncoated particles that are clean and free from decomposed materials, organic materials, and other deleterious substances. The sieve analysis of the Mineral Aggregate components shall be determined in accordance with A.S.T.M. test method C136.

MIX CERTIFICATION

At least 7 days before asphalt sealcoat placement commences, the Contractor shall submit to the Engineer for approval a laboratory report of tests and Manufacturer's certificate of compliance covering the specific materials to be used on the project.

The tests shall be performed by a laboratory capable of performing the applicable Asphalt Sealcoat Manufacturers Association (ASMA) recommended tests.

SURFACE PREPARATION

The surface to receive Asphalt Sealcoat must be free of all foreign material and dry immediately prior to sealcoat application. Cleaning may be by air blowing, vacuum, mechanical sweeper, washing, or other techniques as approved by the Engineer. If washing the existing surface is used, the surface shall not have any standing water prior to application of the sealcoat. Salt, deicing agents, fertilizers, hard water deposits and other such chemicals will promote lack of bonding of the sealcoat to the existing surface and may require extraordinary cleaning measures.

Cracks in the asphalt surface shall be treated in accordance with "Crack Sealing Specifications" contained in this bid document. Prior to application of sealcoat, deposits of grease or oil shall be cleaned by scraping, burning and/or the use of approved detergents in order to promote adhesion of the sealcoat. After cleaning the areas described above, the areas shall be sealed with an oil seal. Oil seal shall be a quick drying latex emulsion with suitable admixtures manufactured specifically for the purpose of isolating the Asphalt Sealcoat from any residual oils, petroleum, grease or gas stained pavement.

The properties of the oil seal shall be such as to be compatible with the Asphalt Sealcoat. In areas where the foreign oil or grease has penetrated the asphalt concrete such that cleaning as described above is not effective, the affected areas shall be removed to the depth necessary but not less than ¾". On excessively weathered surfaces, areas such that cleaning operations leave a film of dust, or on areas previously sealed with coal tar, a tack coat of SS1h (CSS1h) asphalt emulsion conforming to ASHTO T56, shall be applied. The tack coat shall consist of One (1) part SS1h (CSS1h) with Four (4) parts water applied at a rate of 0.05 to 0.10 gal/sq. y d. The tack coat must be dry prior to application of the Asphalt Sealcoat.

Areas of structurally unsound asphalt concrete such as alligator cracking, low spots (birdbaths), or rutting must be properly repaired as required by the Engineer, prior to placement of the Asphalt Sealcoat.

Asphalt Sealcoat shall not be placed on new asphalt concrete until after a 30-day minimum cure period or as directed by the Engineer.

APPLICATION

Application of the Asphalt Sealcoat shall be by mechanical means using rubber-faced squeegees, brooms, distributor bar/wand or combinations of these or other techniques approved by the manufacturer and by the Engineer.

The Asphalt Sealcoat being applied shall be uniform, free-flowing, and free of lumps and other inconsistencies. Potable water may be added for dilution as necessary as per manufacturer's recommendation for consistency and spread-ability, but shall not exceed 20% by volume or as directed by Engineer. If, after the addition of the maximum allowable water volume the sealcoat is unsuitable, the materials shall be rejected and removed from the site.

The Asphalt Sealcoat shall consist of two application coats of material. Additional applications may be required as directed by the Engineer. The sealcoat must be thoroughly dry prior to application of the second or subsequent coats.

Application of Asphalt Sealcoat in ambient temperatures in excess of 100 degrees F shall require pre-treatment of the asphalt concrete surface with a water mist. The water must not be standing, but the surface should be damp prior to sealcoat application. This treatment is also recommended for application on porous surfaces where the water within the sealcoat may be absorbed too quickly by the existing pavement surface.

Care will be taken to ensure that the sealcoat material is kept off all structures and appurtenances (concrete pads or curbs, light standards, wheel stops, buildings, etc.) on or

surrounding the asphalt surface. Any material that is sprayed or splashed onto these structures shall be immediately removed by whatever means necessary, without damaging the structure, at the contractor's expense.

Asphalt Sealcoat shall be applied uniformly over the prescribed area in continuous parallel lines in a manner so that no ridges or uncoated areas shall exist, application rates will vary depending on the texture of the existing asphalt surfaces, with rough surfaces requiring more material than smooth surfaces.

The following application rates are guidelines only:
Smooth, dense surfaces 20 gals/1,000 square feet (.18 gal/yd²)
Medium surfaces 30 gals/1,000 square feet (.27 gal/yd²)
Rough surfaces 40 gals/1,000 square feet (.36 gal/yd²)

When the Asphalt Sealcoat is to be placed on a severely weathered pavement surface with a very rough texture, the inclusion of ground copper slag additive is recommended for the first coat. The ground copper slag additive shall be 100% passing the #50-mesh sieve. The addition of the ground copper slag additive shall not exceed 4 pounds per gallon without approval of the Engineer. The inclusion of the ground copper slag additive may require the addition of 1-3% Liquid Latex binder (Micro-lock) per gallon of undiluted Asphalt Sealcoat or as directed by Engineer.

The properties of the ground copper slag additive shall be determined in accordance with Cal Test 202 testing methods described in section 1-3.02 of this specification.

The properties of the Liquid Latex shall be such as to be compatible with sealcoat product, and approved by the manufacturer.

WEATHER

Asphalt Sealcoat shall only be applied when the ambient temperature is at least 50 degrees F and rising. Sealcoat shall not be applied when there is an imminent threat of rain, freezing temperatures, during rain, or when the surface contains standing water.

MISCELLANEOUS

Traffic shall not be allowed on the Asphalt Sealcoat until the sealcoat is thoroughly cured, which in warm weather conditions, is approximately 24 hours. Minor scuffing or power steering marks may occur on a newly applied surface in warm weather.

All homeowners and businesses affected by the paving shall be notified in advance of the surfacing. The notifications shall state the time and date that the surfacing will take place. Suitable tow-away signs may be posted prior to the surfacing. Should work not occur on the specified day, a new notification shall be distributed.

Irrigation watering shall be kept off for at least 24 hours prior to, and 48 hours after, the application of Asphalt Sealcoat.

Upon request, the contractor shall supply the Owner with scale tags for the project containing the following information: product name, project name or location, and gallons/tons supplied for the project. Striping for parking and traffic flow should be done only after the sealcoat has thoroughly dried.

- B. Type I to be used for maximum crack penetration and surface sealing in low traffic areas
Type II is to be used for preventative maintenance applications to correct severe raveling, oxidation, and loss of matrix, and to improve skid resistance in areas of moderate to heavy traffic. Type III is to be used as the first course in multi-course applications to correct severe surface conditions and to impart skid resistance on pavements with heavy traffic loadings.
- C. Mix Design: The aggregates, emulsified asphalt, and water shall form creamy-textured slurry that, when spread, will flow in a wave ahead of the strike-off squeegee. This will allow the

slurry to flow down into the pits and cracks in the pavement and fill them before the strike-off passes over.

- D. Prior to application of slurry, failed areas and depressions shall be repaired and dust, dirt, and other foreign material removed from the surface. Any standard cleaning method can be used. A tack coat of diluted emulsified asphalt of the same type and grade specified for the slurry is recommended for all pavement surfaces except clean asphalt mixes that are only a few days old.
- E. Monitor placing procedures to watch the spreader box and to observe that the slurry is rolling in one continuous mass evenly distributed across the box to the end of the pass. Slurry shall be placed in such a manner that all lane widths and longitudinal joints will conform to the existing traffic lanes. Use proper procedures in making joints so as not to cause any tearing or scarring. Minimize handwork slurry placement as much as possible.
- F. Uniformly apply slurry by the requirements of the Standard Specification for Mineral Filler for Bituminous Paving Mixtures ASTM D242, rolling in a continuous mass evenly distributed.
- G. Finished dry and thoroughly set surface seal is to be smooth, tough, resilient, uniform color and free from coarse textured areas, lap marks, ridges, and other surface irregularity.
- H. Seal coat shall be allowed to cure before allowing traffic on the pavement. Light dusting of the area with fine sand may be used to remedy excess seal coat application.

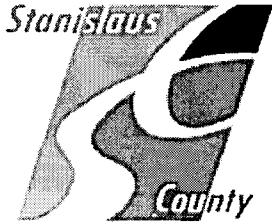
3.16 CLEAN-UP

- A. Clean all surfaces of excess or spilled asphalt materials to the satisfaction of the Architect.
- B. Remove from the site surplus materials, disused implements, equipment, and debris resulting from the work. Site shall be left in a neat, clean, and acceptable condition.

END OF SECTION

D. GENERAL REQUIREMENTS

- A. **Identification** – Stanislaus County requires all contractor and/or subcontractor personnel working on County's premises to wear uniforms with company identification supplied by the respective employer. Immediately upon entering Stanislaus County property, Contractor, subcontractors, and its employees shall sign in the Contractor Log Book located at the Main Security Desk, and shall sign out at the end of each workday.
- B. **System of Communication and Emergency Numbers** - For the duration of the project, Contractor shall provide and maintain a current list of emergency contact numbers for 24-hour emergency response. In case of emergency Contractor shall respond immediately upon notification. Contractor shall notify the Stanislaus County's Facilities Maintenance Manager, or his designee, of the emergency.
- C. **Protection of Property** – During periods of storms or inclement weather, Contractor shall provide supervisory inspections of the project during regular assigned hours to prevent or minimize possible damage from inclement weather. Contractor shall report any storm damage to the Stanislaus County's Facilities Maintenance Manager or his designee immediately.
- D. **Supervisory Personnel** – Contractor shall supply adequate onsite supervision for the project. Contractor's supervisor shall communicate in English orally and in writing with the Stanislaus County's Facilities Maintenance Manager, or his designee, and shall be comprehensively familiar with these specifications.
- E. **Project Inspections** – Upon request of the Stanislaus County's Facilities Maintenance Manager, or his designee, Contractor or his representative shall walk the project to determine compliance with all codes and specifications listed. Stanislaus County's Facilities Maintenance Manager, or his designee, shall provide a list of corrections to the Contractor. Contractor shall make all noted corrections prior to the next scheduled or requested inspection by Stanislaus County.



GENERAL SERVICES AGENCY

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ADDENDUM NO. 1
to
BID No. 15-21-BD:
PARKING LOT RESURFACING AND REPAIR

To: All Prospective Proposers

May 28, 2015

Prospective Proposers for the above-named RFP are hereby notified of the following corrections, additions, clarifications, and/or questions and responses:

Clarifications (notes from pre-bid/job-walk meetings):

1. **Agricultural Center (3800 Cornucopia Way, Modesto)**
 - a. Remove broken/damaged concrete rings/curbs around trees as indicated by orange spray paint, and install new replacements.
 - b. Remove broken/damaged curbs, and install new replacements.
 - c. Remove broken/damaged parking curbs/stops, and install new replacements.
 - d. Remove broken/damaged sidewalks, and install new replacements.
 - e. Remove tree stump and damaged sprinkler head, and pave over the area.
 - f. Duplicate existing lot striping and fire lane stenciling onto newly-paved surface.
 - g. Repaint all curbs in existing colors.
 - h. Install 2" paving over gravel road:
 - i. Paving over existing gravel is permitted.
 - ii. Road is approx. 20' wide.
 - iii. Pave up to the existing dumpster pad.
 - iv. Pave up to the edge of the existing grass lawn, but not around the corner.
 - v. Pave up to the edge of the entrance road.
 - vi. Do not install a header board.
 - vii. Raise two (2) existing utilities as required.
2. **Behavioral Health and Recovery Services (1904 Richland Ave., Ceres)**
 - a. Limit of work shall be from the "10 MPH" sign at the Richland Ave. entrance to the gate at the rear of the lot.
 - b. Repair any failed (sunken, "alligatored", etc.) spots.

- c. Hot-fill rubber in cracks.
- d. No rebar to be installed.
- e. Remove broken/damaged curbs, and install new replacements.
- f. Remove broken/damaged sidewalks, and install new replacements.
- g. Remove & replace cracked area near entrance, up to curbs and building on northern side from Richland Ave. entrance.
- h. Coat around drain/utility near Richland Ave. entrance.
- i. Overlay handicapped parking area and replace handicapped parking signage to bring the area into regulatory compliance.
- j. Remove damaged curb at northern side of Richland Ave. entrance and install new replacement.
- k. Mill/grind "speed bump" near Richland Ave. entrance.
- l. Add truncated domes where required to bring the area into regulatory compliance.
- m. Duplicate existing lot striping and fire lane stenciling onto newly-paved surface.
- n. Repaint all curbs in existing colors.

3. Behavioral Health and Recovery Services (800-820 Scenic Drive, Modesto)

- a. North Parking Lot area (main lot, near Scenic Drive):
 - i. Pave up to western edge of the western Scenic Drive entrance.
 - ii. Pave up to the southern gate at the back of the lot. A new asphalt patch was recently installed in this area.
 - iii. Repair major dips.
 - iv. Grind out large crack as indicated with orange spray paint and install 2" overlay.
 - v. Seal coat.
 - vi. Remove broken/damaged parking curbs/stops, and install new replacements.
 - vii. Patch handicapped parking areas and replace handicapped parking signage to bring the area into regulatory compliance.
 - viii. Supply and install new truncated domes as required to bring the area into regulatory compliance.
 - ix. Duplicate existing lot striping and fire lane stenciling onto newly-paved surface.
 - x. Repaint all curbs in existing colors.
 - xi. Demo one existing parking space on either side of the large tree on eastern edge of lot (two spaces total) and install a poured curb concrete planter around the tree in their place (similar to those at the 3800 Cornucopia site). The County will fill the planter with dirt and landscape it.

4. Health Services Agency (830 Scenic Drive, Modesto)

- a. East Lot, South Lot, and Alley area behind the main hospital building:

- i. The limit of work extends from the plane where the elevation changes and starts to go downhill (the limit was marked with orange paint during the site job walk meeting).
- ii. Don't pave the lower parking lot, or the two small roads leading downhill away from the alley.
- iii. In the alley, remove & replace pavement from the tin-sided building all the way to the west end of the alley (stop sign at the edge of the public street).
- iv. Repair any failed (sunken, "alligatored", etc.) spots.
- v. Remove all existing speed bumps and replace with three (3) new speed "humps". Mark these new speed humps with stripes for visibility.
- vi. Re-grade the alley for slope/drainage. Supply and install concrete valley gutter down the center of the alley.
- vii. Remove broken/damaged parking curbs/stops, and install new replacements.
- viii. Duplicate existing lot striping and fire lane stenciling onto newly-paved surface.
- ix. Repaint all curbs in existing colors.

b. West Parking Lot area:

- i. Paving to be approx. 30" wide at the entrance from Scenic Drive.
- ii. Repair any failed (sunken, "alligatored", etc.) spots & seal-coat over them.
- iii. Duplicate existing lot striping and fire lane stenciling onto newly-paved surface.
- iv. Repaint all curbs in existing colors.

5. Clerk-Recorder (1201 "I" St., Modesto)

- a. Work may be performed on weekends or late nights only.
- b. Repair any failed (sunken, "alligatored", etc.) spots.
- c. Remove broken/damaged curbs, and install new replacements.
- d. Demo curbs around trees & slope for drainage (leave trees, but cut roots as needed).
- e. Asphalt shall be installed in 3" lift.
- f. Duplicate existing lot striping and fire lane stenciling onto newly-paved surface.
- g. Repaint all curbs in existing colors.

6. Library (324 E Street, Waterford)

- a. Note: This site was not visited on pre-bid/job-walk.
- b. Lot is approx 400 Sq.Ft
- c. Install "skin patch".

- d. Duplicate existing lot striping and fire lane stenciling onto newly-paved surface.
 - e. Repaint all curbs in existing colors.
7. Parks (Modesto Reservoir, Reservoir Rd.)
- a. This site is hereby removed from the Scope of Work.
8. Probation (2215 Blue Gum Ave., Modesto)
- a. Pave the lot area only – not the frontage road.
 - b. The western limit of work shall be seven (7) marked parking stalls from the west end of the lot.
 - c. Repair sunken/low spots only (not “alligatored” areas).
 - d. Install seal coat.
 - e. Paint stripe handicapped parking areas and replace handicapped parking signage to bring the area into regulatory compliance. Existing truncated domes shall remain.
 - f. Duplicate existing lot striping and fire lane stenciling onto newly-paved surface.
 - g. Repaint all curbs in existing colors.
9. Office of Emergency Services (3705 Oakdale Rd., Modesto)
- a. Pave the back lot (employee parking) area only.
 - b. Skin-patch the “alligatored” area from the northern edge of the lot to the southern gate.
 - c. Pave around existing storage containers/sheds where they sit.
 - d. Flatten high spots in the corner near tree.
 - e. Duplicate existing lot striping and fire lane stenciling onto newly-paved surface.
 - f. Repaint all curbs in existing colors.
10. GSA Warehouse (909 Oakdale Rd., Modesto)
- a. This site is hereby added to the Scope of Work.
 - b. Repave from the eastern entry gate to the curb at the western end of the lot, and up to and between the two buildings at the northern and southern sides of the area. Northern edge of paving will be in line with the southwest corner of the northern building.
 - c. Leave the existing curb at the western end of the lot.
 - d. Repave 3” AC over existing base.
 - e. Pave up to both buildings, including areas not presently paved.
 - f. Remove non-functioning electrical loop at the eastern entry gate. County will hire a separate fencing contractor to reinstall the loop and restore its functionality.
 - g. Existing concrete surfaces shall remain - do not pave over these areas.
 - h. Remove and replace any failed (sunken, “alligatored”, etc.) spots.

- i. Reestablish proper drainage slope
- j. Duplicate existing lot striping onto newly-paved surface.
- k. Repaint all curbs in existing colors
- l. Place concrete under existing HVAC/Cooler box mounted to northern wall of southern building.

Questions:

1. What's the Engineer's Estimate for this project?
Answer: No Engineer's Estimate is being released for this project.

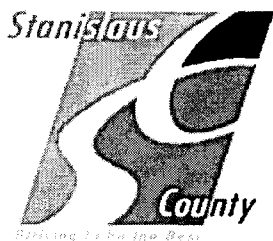
Additional Information:

1. Contractor shall install a 2" overlay at the Ag Center on Cornucopia way, and 3" overlay everywhere else where repair and replacement are required.
2. Progress Payments: The Contractor may submit invoices for progress payments every two (2) weeks. Approved invoices will be paid by County within 30 days of receipt of invoice.
3. Copies of the Pre-Bid Meeting Sign-In Sheets are attached. Only those contractors who attended BOTH pre-bid meetings are eligible to bid on this project.
4. Bids shall be submitted on the attached revised "Form of Bid". This revised Form of Bid replaces the Modesto Reservoir site with the GSA Warehouse (909 Oakdale Rd.) site. Bidders shall include all other documents/forms with their bid submittal as so identified in the Bid Package.

Attachments:

1. Sign-In Sheet from Bid Walk #1
2. Sign-In Sheet from Bid Walk #2
3. Revised Form of Bid

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.



GENERAL SERVICES AGENCY

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ADDENDUM NO. 2
to
BID No. 15-21-BD:
PARKING LOT RESURFACING AND REPAIR

To: All Prospective Proposers

May 29, 2015

Prospective Proposers for the above-named RFP are hereby notified of the following clarifications to Addenda No. 1:

1. Agricultural Center (3800 Cornucopia Way, Modesto)
 - A. Demolish and repair broken A/C paving as indicated during job walk. Areas were indicated with orange spray paint. Install new A.C. pavement, curb stops and parking lot striping as indicated during walk. Seal coat and stripe the parking lot.
 - B. Paving contractor shall remove both the tree stump and damaged sprinkler head, and pave over the old planter the area.
2. Behavioral Health and Recovery Services (1904 Richland Ave., Ceres)
 - A. Demolish and repair broken A/C paving as indicated during job walk. Areas were indicated with orange spray paint. Install new A.C. pavement, curb stops and parking lot striping as indicated during walk. Seal coat and stripe the parking lot.
3. Behavioral Health and Recovery Services (800-820 Scenic Drive, Modesto)
 - A. North Parking Lot area (main lot, near Scenic Drive):
 - i. Demolish and repair broken A.C. paving as indicated during job walk. Areas were indicated with orange spray paint. Install new A.C. pavement, curb stops and parking lot striping as indicated during walk. Seal coat and stripe the parking lot.
 - ii. Seal Coat up to western edge of the western Scenic Drive entrance.
 - iii. Seal Coat up to the southern gate at the back of the lot. A new asphalt
4. Health Services Agency (830 Scenic Drive, Modesto)
 - A. Demolish and repair broken A.C. paving as indicated during job walk. Areas were indicated with orange spray paint. Install new A.C. pavement, curb stops, and parking lot striping as indicated during walk. Seal coat and stripe the parking lot.

- B. East Lot, South Lot, and Alley area behind the main hospital building:
 - i. Asphalt to be placed in 3" lift over native fill. Paving contractor shall supply additional base rock as may be necessary in certain areas to allow for proper pavement shaping for drainage.

- 5. Clerk-Recorder (1201 "I" St., Modesto)
 - A. Re-pave entire parking lot – asphalt is to be applied in 3" lift over existing base.

- 6. Library (324 E Street, Waterford)
 - A. Paving contractor is responsible for only 400 square feet of this lot, in the area specified by the County.
 - B. Install "skin patch" and seal coat.

- 7. Probation (2215 Blue Gum Ave., Modesto)
 - A. Demolish and repair broken A/C paving as indicated during job walk. Areas were indicated with orange spray paint. Install new A.C. pavement, curb stops and parking lot striping as indicated during walk. Seal coat and stripe the parking lot.

- 8. Office of Emergency Services (3705 Oakdale Rd., Modesto)
 - A. Demolish and repair broken A.C. paving as indicated during job walk. Areas were indicated with orange spray paint. Install new A.C. pavement, curb stops and parking lot striping as indicated during walk. Seal coat and stripe the parking lot.
 - B. Seal Coat the back lot (employee parking) area only.
 - C. Seal Coat around existing storage containers/sheds where they sit.

- 9. GSA Warehouse (909 Oakdale Rd., Modesto)
 - A. Repave from the eastern entry gate to the curb at the western end of the lot, and up to and between the two buildings at the northern and southern sides of the area. Northern edge of paving will be in line with the southwest corner of the northern building.
 - B. Area immediately adjacent to the warehouse will require excavation and removal of dirt and placement of base rock to provide a bearing surface for pavement.

Attachments: (none)

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.