

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY

DEPT: Parks and Recreation

BOARD AGENDA #: *B-9

AGENDA DATE: November 21, 2017

SUBJECT:

Approval to Award a Construction Contract with Hensley's Paving and Engineering, Inc., of Waterford, California, for Paved Parking Lots, Asphalt Repair, and Resurfacing at Woodward Reservoir, Modesto Reservoir, and Fairview Park

BOARD ACTION AS FOLLOWS:

No. 2017-660

On motion of Supervisor Olsen, Seconded by Supervisor DeMartini

and approved by the following vote,

Ayes: Supervisors: Olsen, Monteith, DeMartini, and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: Withrow

Abstaining: Supervisor: None

1) Approved as recommended


2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST:


ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

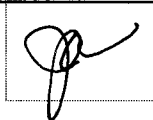
**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Parks and Recreation
Urgent Routine

BOARD AGENDA #: *B-9

AGENDA DATE: November 21, 2017

CEO CONCURRENCE: *pht*



4/5 Vote Required: Yes No

SUBJECT:

Approval to Award a Construction Contract with Hensley's Paving and Engineering, Inc., of Waterford, California, for Paved Parking Lots, Asphalt Repair, and Resurfacing at Woodward Reservoir, Modesto Reservoir, and Fairview Park

STAFF RECOMMENDATIONS:

1. Approve the conditional award of the construction contract for paved parking lots, asphalt repair, and resurfacing in the amount of \$365,442, to Hensley's Paving and General Engineering, Inc., of Waterford, California, subject to receipt of appropriate insurance and bonds.
2. Authorize the Director of Environmental Resources, or designee, to execute the contract with Hensley's Paving and General Engineering, Inc., and to sign any necessary documents.
3. Authorize the Director of Environmental Resources, or designee, to execute change orders, not to exceed 10%, in accordance with Public Contract Code, Section 20137 and 20142.
4. Upon project completion, authorize the Director of Environmental Resources, or designee, to accept the completed improvements and perform all necessary closeout activities for the project.

DISCUSSION:

The Department of Parks and Recreation (Department) operates the Fairview Community Park and Woodward and Modesto Reservoir Regional Parks. The Department is seeking to pour new asphalt, and repair and resurface various areas of the parks. These projects will be paid for through grants and deferred maintenance funding and are described below.

Fairview Park - Area #1: Fairview Park is located near the intersection of Placer and Tucson Avenues in Modesto, California. The Department has received a Housing Related Parks Grant to improve the Park. A portion of these funds will be used to pave the dirt entrance off of Tucson and create an asphalt parking lot including required Americans with Disabilities Act (ADA) standards.

Woodward and Modesto Reservoirs - Area #2 and #6: A Quagga and Zebra Mussel Grant will fund the paving of areas at the reservoir facilities that will provide for the inspection of watercraft vessels. The watercraft vessels are pulled into separate areas and inspected to ensure they are not bringing invasive mussels into the water facilities. The improvements

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include new paving, sealing of an existing parking area, new and/or restriping as required, and would include bringing the areas up to ADA standards.

Woodward Reservoir - Area #7: The Office Point parking area is a heavily used day use area during the peak season of May through September. This parking lot has been in disrepair for many years with large pot holes and little to no striping. The life jacket loaner station is located in this area and is operated by the Sheriff's STARS volunteers. This project has been approved to use the Deferred Maintenance funds within the Chief Executive Office Plant Acquisition budget to repave this parking area, stripe the parking lot, and includes bringing it up to ADA standards.

On August 29, 2017, the Board of Supervisors approved and adopted the plans and specifications for the Project and directed Department staff to publish the Notice Inviting Bids (Notice). On August 30, 2017, the Notice was posted with Modesto Reprographics and on September 02, 2017, September 09, 2017, and September 16, 2017, the Notice was published in the Modesto Bee. On October 18, 2017, four sealed bids were received, publicly opened and read. An Engineer's Estimate was not done for this project, however the amount budgeted for the project was \$355,000.

A summary of the base bids less the 10% contingency is as follows:

<u>Contractor</u>	<u>Base Bid</u>	<u>Add Alternate 1 and 2</u>
Hensley's Paving and General Engineering, Inc.	\$347,327	\$18,115
Silicon Valley Paving, Inc.	\$519,385	\$58,427
Doug Ross, Inc. DBA Central Valley Asphalt	\$526,265	\$29,964
T&S Intermodal Maintenance, Inc. DBA T&S West	\$539,310	\$38,320

Award of the contract was determined by the base bid amount. A review of the bid submittal indicates the bidders met the requirements as specified in the bid document, and on that basis the Notice of Intent to Award was issued on October 21, 2017, to the lowest, responsible and responsive bidder: Hensley's Paving and General Engineering, Inc., for the amount of \$365,442, which includes the Base Bid, Add Alternate 1 and 2. Add Alternate 1 provides for compressed road base around the side of the park to allow for maintenance and emergency access. Add Alternate 2 provides for asphalt curbing to run along the driveway and parking lot area to restrict the ability of heavy farm equipment from driving on and damaging the pavement.

Stanislaus County is the lead agency for California Environmental Quality Act (CEQA) review and these projects are CEQA exempt as per class 1, California Code of Regulations, Title 14, §15301 (Existing Facilities) and §15302 (Replace and Reconstruction).

POLICY ISSUE:

Board of Supervisors approval is required for all contracts exceeding \$100,000.

Approval to Award a Construction Contract with Hensley's Paving and Engineering, Inc., of Waterford, California, for Paved Parking Lots, Asphalt Repair, and Resurfacing at Woodward Reservoir, Modesto Reservoir, and Fairview Park

FISCAL IMPACT:

The total amount of this agreement is \$365,442, with a 10% contingency of an additional \$36,544, for a not to exceed amount of \$401,986. \$313,886 has been appropriated in the Department of Parks and Recreation's Fiscal Year 2017-2018 Adopted Final Budget and will be paid for through grant funds and department general fund, and \$88,100 will be paid for through the Deferred Maintenance funds within the Chief Executive Office Plant Acquisition budget.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priorities of providing A Well Planned Infrastructure System and the Efficient Delivery of Public Services by upgrading and improving recreational facilities and resources at the regional and community parks.

STAFFING IMPACT:

Existing staff will oversee the work related to this Agreement.

CONTACT PERSON:

Jami Aggers, Director of Parks and Recreation
Merry Mayhew, Assistant Director

Telephone: 209-525-6770
209-525-6760

ATTACHMENT(S):

1. Hensley Paving Contract



DEPARTMENT OF PARKS AND RECREATION
3800 Cornucopia Way, Suite C
Modesto, CA 95358
Phone: (209) 525-6700
Fax: (209) 525-6774

AGREEMENT
(for Public Works of Improvement)

This Agreement, made this November 21, 2017, by and between Hensley's Paving and General Engineering, Inc., ("Contractor") and the COUNTY OF STANISLAUS ("County").

ARTICLE I

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

BID NAME: PAVED PARKING LOTS FOR WOODWARD RESERVOIR, MODESTO RESERVOIR AND FAIRVIEW PARK
BID NO.: 17-03-PARKS

as set forth in the Bid of the Contractor and in accordance with the Bid, Notice to Bidders, Information for Bidders, Special Conditions, plans and specifications, bonds, addenda, Exhibit A to this Agreement 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 is to 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 a written change order issued by the Stanislaus County Department of Parks and Recreation. The amount to be paid by the County or to be deducted from the contract price by virtue of such alterations shall be detailed and stated in said change order and shall be approved in writing by the County and the Contractor.

Changes, additions, and alterations in the Work, may be ordered in writing by the Department of Parks and Recreation of the County of Stanislaus in the form of a written change order.

ARTICLE IV

The Contractor shall commence the Work within **Seven (7) working days** after the date specified in the Notice to Proceed given to it by the Department of Parks and Recreation and shall prosecute said Work in a prompt, diligent and workmanlike manner. The Contractor shall complete the Work by **April 27, 2018**, 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

County shall pay to 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 35 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 35 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, Contractor may elect to receive all payments due under the contract without any retention. If Contractor so elects, it shall deposit with 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 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 the insurance required and listed in the Special Conditions, Section 2.14, of the contract documents.

ARTICLE VIII

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 IX

Contractor shall comply with all the provisions of state and local laws relating to contracts for the prosecution of public works. 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. Contractor is required to post a copy of these prevailing wage rates at the job site.

ARTICLE X

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 Department of Parks and Recreation.

ARTICLE XI

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. Contractor shall comply with the Subcontractor Listing Law. This contract shall be binding upon the parties hereto, their heirs, successors, assigns, subcontractors, and legal representatives.

ARTICLE XII

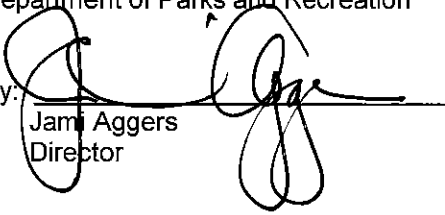
Any alteration or alterations made in this contract, or any part hereof, shall not operate to release any surety from liability of any bond given pursuant to the provisions of this contract and the consent of such surety to such alteration or alterations is hereby given, the surety expressly waiving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

ARTICLE XIII


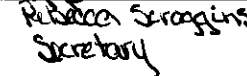
Neither the final certificate nor payment, nor any provision of the related documents, shall relieve the Contractor of responsibility for faulty workmanship or materials, and less otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom which 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 Department of Parks and Recreation.

COUNTY OF STANISLAUS
Department of Parks and Recreation

By: 
Jami Aggers
Director

**HENSLEY'S PAVING AND GENERAL
ENGINEERING, INC.**

By: 
Tim Hensley
President

Rebecca Scroggins
Secretary
"Contractor"

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: 
Amanda M. DeHart
Deputy County Counsel

(REV. 1.13.17 AMD)

EXHIBIT A
TO
AGREEMENT FOR PUBLIC WORKS OF IMPROVEMENT
BID #17-03-PARKS

The following language and documents are included as Exhibit A to this Sample Agreement:

- **SPECIAL CONDITIONS;**
- **SCOPE OF WORK/TECHNICAL SPECIFICATIONS** from BID No. 17-03-PARKS and any **Addenda** thereto;
- **SITE PICTURES/DRAWINGS** from Bid No. 17-03-PARKS; and
- **CONTRACTOR'S BID PRICING**, submitted in response to BID No. 17-03-PARKS;

SPECIAL 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 Department of Parks and Recreation of the County of Stanislaus, California.

2.03 ENGINEER. The Stanislaus County Department of Parks and Recreation shall supervise and be responsible for the Work, and whenever the word "Director" or the word "Engineer" is used herein, it shall mean the Director of the Department of Parks and Recreation of the County of Stanislaus, 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 Special 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 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.

2.09 AGREEMENT. The Contractor to whom the Work is awarded shall, within ten days after receipt of the contract documents as mailed by the Department of Parks and Recreation, enter into an agreement with the owner. The form of agreement is attached herein and made a part of these Special Conditions.

2.10 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.

2.11 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.

2.12 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 Department of Parks and Recreation 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.

2.13 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.

2.14 INSURANCE.

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

2.15 DEFENSE AND INDEMNIFICATION.

2.15.1 Owner and each of its officers, employees, consultants and agents including, but not limited to, the Board, Project Manager and each Owner's Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.

2.15.2 To the furthest extent permitted by law (including without limitation California Civil Code §2782), Contractor shall assume defense of, and indemnify and hold harmless, Owner and each of its officers, employees, consultants and agents, including but not limited to the Board, Project Manager and each Owner's Representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence.

2.15.3 With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against Owner and each of its officers, employees, consultants and agents including, but not limited to Owner, the Board, Project Manager and each Owner's Representative. Owner shall provide timely notice to Contractor of any third-party claim relating to the Contract Documents, in accordance with Section 9201 of the California Public Contract Code.

2.15.4 Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.

2.15.5 To the furthest extent permitted by law (including, without limitation, Civil Code §2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of Contract, negligence (active or passive), fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, Owner may in its discretion back charge Contractor for Owner's costs and damages resulting therefrom and withhold such sums from progress payments or other Contract moneys which may become due.

2.15.6 The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to Owner or other indemnified party to the extent of its active negligence.

2.16 ASSIGNMENT OF CONTRACT. 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.

2.17 PREVAILING WAGES. Pursuant to Labor Code section 1771, the work under this Agreement is subject to the provisions of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code, and the Contractor shall pay all workers 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 Department of Public Works and are a part of this Agreement. The Contractor shall post a copy of these prevailing wage rates on the job site.

2.18 REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS. No Contractor or subcontractor may be listed on a bid proposal for a public work project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

CONTRACTOR HEREBY ATTESTS THAT CONTRACTOR AND ALL SUBCONTRACTORS ARE REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS ("DIR"). Senate Bill 854 requires that all contractors performing work on any public works project valued at more than \$1,000.00 must be registered with the DIR, and that all said contractors submit certified payroll reports directly to the DIR, unless excused. Failure to comply with this sections constitutes a material breach of this contract.

2.19 PAYROLL RECORDS. Pursuant to and in accordance with the provisions Labor Code section 1776, the Contractor shall keep accurate payroll records of employees performing work under this Agreement and shall make available for inspection certified copies such payroll records.

2.20 EIGHT HOUR DAY. Pursuant to and in accordance with the provisions of Labor Code sections 1810, 1811 and 1815, the time of service of any laborer, workman, or mechanic employed upon any of the work under this Agreement is limited and restricted to eight (8) hours during any one calendar day, and forty (40) hours during any one calendar week, except that work performed by employees of Contractors in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

2.21 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS. Each bid shall have listed therein the name, license number 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.

2.22 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

Stanislaus County Code Title 16, Chap. 16.10

Stanislaus County Code Title 16, Chap. 16.15

Stanislaus County Code Title 16, Chap. 16.20

Standard Specifications, State of California, Department of Transportation (2010)

Stanislaus County Improvement Standards

California Building Code (California Code of Regulations, Title 24, Part 2)

2.23 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.

2.24 TIME FOR COMPLETION. The Work to be performed under this contract shall be completed as stated within ARTICLE IV of this Agreement.

2.25 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.

2.26 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.

2.27 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 Contractor may furnish any equal material, product, thing or service. The Contractor 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.

2.28 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.

2.29 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.

2.30 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.

2.31 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.

2.32 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 2.30 of these Special 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.

2.33 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.

2.34 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.

2.35 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.

2.36 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.

2.37 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 Board.

2.38 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.

2.39 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.

2.40 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.

2.41 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 three (3) months 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 journeymen through apprenticeship training on an annual basis statewide or locally; or
- (d) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

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.

2.42 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.

2.43 EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. 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, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

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.

2.44 DISABLED INDIVIDUALS 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 disabled individuals have the maximum opportunity for the same level of aid, benefit or service as any other individual.

2.45 FAIR EMPLOYMENT AND HOUSING ACT ADDENDUM. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations. 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 judgement 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.

2.46 DIGGING TRENCHES OR EXCAVATIONS.

2.46.1 Trenching shall be done in accordance with the California Labor Code Section 6705, 6706, and 6707.

2.46.2 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 and 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.

2.46.3 Digging trenches or excavations shall be in accordance with the California Government Code Section 4216, the California Business and Professions Code Section 7110 and the CalOSHA Regulation Title 8 Chapter 4 Subchapter 4 Article 6 Section 1541.

2.47 UTILITY RELOCATION. Pursuant to Government Code section 4215, the Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay is caused by the failure of the County of the utility owner to provide for removal or relocation of such utility facilities.

2.48 NOTICE

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Department of Parks and Recreation
Attention: Stephanie Musso
3800 Cornucopia Way, Suite C
Modesto, CA 95358

To Contractor: Hensley's Paving and General Engineering
Attention: Tim Hensley
13101 Yosemite Boulevard
Waterford, CA 95386

Mailing Address:
PO Box 449
Hickman, CA 95323

2.49 FINAL PAYMENT.

A. FINAL PAYMENT

1. As soon as practicable after all required Work is completed in accordance with Contract Documents, including punch list, testing, record documents and Contractor maintenance after Final Acceptance, Contractor shall submit its Application for Final Payment.
2. Provided Contractor has met all conditions required for Final payment, Owner will pay to Contractor, in manner provided by law, unpaid balance of Contract Sum of Work (including, without limitation, retentions), or whole Contract Sum of Work if no progress payment has been made, determined in accordance with terms of Contract Documents, less sums as may be lawfully retained under any provisions of Contract Documents or by law.

B. FINAL ACCOUNTING

1. Prior progress payments and change orders shall be subject to audit and correction in the final payment.
2. Contractor and each assignee under an assignment in effect at time of final payment shall execute and deliver at time of final payment, and as a condition precedent to final payment, an Agreement and Release of Claims.

2.50 CLAIMS UNDER \$375,000.

The provision of Article 1.5 (commencing with section 20104) of Chapter 1 of Part 3 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.

2.51 ALL CLAIMS.

Notwithstanding section 2.50, the provisions of Chapter 9 (commencing with section 9204) of the Public Contracts Code shall apply to any Claims under this Contract; and is hereby incorporated into this contract as set forth below.

9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

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

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

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

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

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

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

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

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

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

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

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

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

(vii) The High-Speed Rail Authority.

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

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

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

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

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

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

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return

receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

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

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

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

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

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

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

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

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

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

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

2.52 EXAMINATION AND AUDIT. Any contract exceeding \$10,000.00 is subject to examination and audit of the California State Auditor, at the request of the County for a period of three (3) years after the final payment under the contract (pursuant to Public Contract Code section 8546.7).

SCOPE OF WORK/TECHNICAL SPECIFICATIONS

A. OVERVIEW

Contractor shall fabricate and furnish all labor, material, and equipment to pave the designated parking lots and roadways at Modesto Reservoir, Woodward Reservoir, and Fairview Park, including, but not limited to, asphalt concrete work, seal coating, curb stop installation, and parking lot striping work.

Locations:

Fairview Park

Intersection of Tucson Ave. and Placer Ave.
Modesto, CA

Woodward Reservoir

14528 26 Mile Road
Oakdale, CA 95361

Modesto Reservoir

18143 Reservoir Rd
Waterford, CA 95386

TABLE NO. 1: FAIRVIEW PARK PARKING AREA PAVING PROJECT

Location	Description
<p><u>Area #1</u> Fairview Park Park Entrance</p>	<p>Prep, pave and stripe the 60' wide area between Tucson Avenue and the park entrance:</p> <ol style="list-style-type: none"> 1. The contractor shall saw cut Tucson Avenue for the optimal paving tie-in. 2. The County right-of-way is 60 feet wide and is centered on Placer Avenue. The contractor shall survey the parking area to ensure full use of the County's 60 foot right-of-way. 3. The contractor shall grade the parking area, approximately 20,000 sq. ft., for proper drainage. 4. The contractor shall furnish, lay and roll approximately 20,000 sq. ft. of 4" thick ¾" aggregate base rock. 5. The contractor shall furnish, lay and roll approximately 20,000 sq. ft. of 3" thick asphalt concrete. 6. The new asphalt will connect to Tucson Avenue on the east end and be brought up to connect to the concrete entrance and the wall on the east side of the park. 7. The contractor shall provide as much diagonal parking striping, including ADA parking, as will fit within the new asphalt area. On the south side of the parking area, the diagonal spaces will look east. On the north side of the parking area, the diagonal spaces will look west. A reasonable turn around area shall be provided next to the park entrance and wall. <p>This project area is shown on the attached, marked up, Google Earth map (Area 1).</p>
<p><u>Area #1, Add Alternative 1</u></p>	<p>Provide a 30' wide, 4" thick, compressed road base running from the north side curb opening, north along the wall, turning west along the wall at the corner and terminating 80' from the corner. See attached sketch (Area 1 Add Alt 1).</p>

TABLE NO. 1 (CONTINUED)	
Area #1, Add Alternative 2	Provide 12" X 12" asphalt curbing on both the north and south sides of the new asphalt. The south side curb will run full length and the north side curb will be held back 30' from the park entrance wall on the east side of the park property, as shown on the attached Google Earth map (Area 1).

TABLE NO. 2: WOODWARD AND MODESTO RESERVOIR QUAGGA MUSSEL INSPECTION PAVING PROJECT

Location	Description
Area #2 Woodward Reservoir Gravel parking lot to the right of the entry station on 26 Mile Road, situated between the office, the entry road, and the maintenance yard entrance	The area is less than 10,000 square feet and will need base rock added, where necessary. Striping will be required, as specified during the mandatory pre-bid meeting and clarified in an Addendum to this bid. This project area is shown on the attached, marked-up, Google Earth map (Area 1).
Area #3 Woodward Reservoir Roadway between entrance and exit of main boat ramp parking lot	Moving south to north, the start of the scope is approximately 20' south of the boat ramp exit. The paving will go up the exit to the second existing cut in the paving. The run between exit and entrance ramps will follow the existing paving line on the west side, but will be made 5' wider on the east side between ramps. The entrance to the parking lot will need to go up and attach to good existing paving. The approximate area of the new 5' of paving scope is 2,500 square feet. This whole road area will be a 2" minimum overlay. However, patching and grading repairs will be expected. The approximate area of road area overlay is 21,000 square feet. The 5' of additional paving along the east side of the road between the ramps will require 6" of road base and 2 1/2" minimum asphalt. Striping for five inspection parking areas will be required, as per attached sketch ("Boat Ramp Inspection Area Striping") and as specified during the mandatory pre-bid meeting. This project area is shown on the attached, marked-up, Google Earth map (Area 2).
Area #4 Woodward Reservoir Main Boat Ramp parking lot	This area is to be repaired as needed, prepped for sealing and sealed. The area is approximately 59,000 square feet. The sealing will connect with the repaired roadway at the entrance and exit. The lot will be restriped as per its present design. This project area is shown on the attached, marked-up, Google Earth map (Area 3).
Area #5 Modesto Reservoir Dirt area to the right, just inside the entrance station.	The project area is approximately 3,200 square feet. Grading of the area will be necessary, including creating drainage towards the Park entry. This area will require 6" of road base and 2 1/2" minimum asphalt. Striping will be required, as specified during the mandatory pre-bid meeting and as clarified in an Addendum to this Bid. This project area is shown on the attached, marked-up, Google Earth map (Area 4).
Area #6 Modesto Reservoir West Boat Ramp parking lot	The area is approximately 39,000 square feet. The scope will require cleaning existing surface and pre-leveling as required. AR 4000 oil, or equal, will need to be applied at a rate of .20 to .25 gallons per square yard. Apply petromat, or equal, on hot oil per MFG specs. Lay and roll a minimum of 2" of asphalt over the entire surface. Striping of two inspection parking areas will be required, as per attached sketch ("Boat Ramp Inspection Area Striping"). The location of the inspection areas is shown on the attached, marked-up Google Earth map (Area 5). All other parking striping is to be redone as per its present design.

TABLE NO. 3: WOODWARD RESERVOIR OFFICE POINT PARKING LOT PAVING PROJECT

Location	Description
Area #7 Woodward Reservoir Office Point Parking Lot	The area is approximately 36,200 square feet and will need base rock added, where necessary. Restriping will be required, including adding the required amount of ADA parking spaces. Scope shall include: <ol style="list-style-type: none"> 1. Grind existing asphalt surface. Approximately 36,600 square feet. 2. Re-grade as required for proper drainage. 3. Furnish, lay and roll 2 .5" of asphalt concrete on approximately 36,600 square feet of surface. 4. Re-stripe per existing with a total of 3 ADA parking spaces distributed properly throughout the parking area and front of restroom. This project area is shown on the attached, marked up, Google Earth map (Area 7).

B. SCOPE OF SERVICES AND 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.
 6. Patch and repair of existing surface paving to repair cracking and provide a fresh slurry coat sealer where noted on the plans.
 7. Bid shall include grinding and compaction of existing asphalt wherever possible. Please see the attached supplementary specification "Division 32 - EXTERIOR IMPROVEMENTS – BID SPECIFICATION FOR MILLING AND RE-UTILIZING PAVEMENT FOR BASE COURSE."

- B. Demolish and repair A.C. paving as indicated. 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. Excavate, grind, process, and re-install base as per the attached supplementary specification "Division 32 - EXTERIOR IMPROVEMENTS – BID SPECIFICATION FOR MILLING AND RE-UTILIZING PAVEMENT FOR BASE COURSE."
 3. Re-compact with roller.
 4. Asphalt to be placed over base at a depth as listed in the above Tables.

- C. Other Provisions
 1. Any spoils are to be disposed of by the contractor. Any required additional dirt, needed for grading, to be provided by the contractor.
 2. The contractor is to provide all applicable permits.
 3. The County will be responsible to file a CEQA exemption.

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.
- 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 County will provide special inspection to ensure 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.
 - 3. A statement that the work conforms to the specifications.
- C. Samples and Tests: The County will pay for density tests and core samples taken at random and at the discretion of the County'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, 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 County.

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. If Supplementary Rock Base is required it 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-inch. It is anticipated that existing materials will be reutilized after grinding onsite. See SECTION 32 01 16.17 COLD MILLING OF BITUMINOUS PAVEMENTS listed below.
- 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-1 130 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 - 0 inches apart and driven into the ground so tops are 1/2-inch 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, free from waves and inequalities. Add water before and after the final rolling. 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 inch 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 within a tolerance of 1/4 inch in ten feet.
 - 2. Deviations: Correct by removing materials and replacing with new materials, reworking or recompacting 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 (10) feet 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-axis 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-inch 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 bird baths and not vary more than 1/8 inch 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 Architects 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, pot holes, 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 and 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 1/2 inch 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 1/4-inch. Fine cracks up to 1/8-inch wide are too small to effectively fill 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 inch: Fill with emulsified asphalt slurry or a light grade of liquid asphalt mixed with fine sand.
 - b. Cracks 3/8 inch-1/2 inch: Fill with emulsified asphalt slurry (Type 3), mixed with fine sand.
 - c. Cracks greater than 3/4-inch: 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 County.
- 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 inch 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 1 coat over all new paving and 2 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.

1. SPECIFICATIONS FOR THE APPLICATION OF ASPHALT EMULSION SEALCOAT

- a. 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 County.
- b. 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.
- c. 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.

2. MATERIALS

- a. The materials for Asphalt Sealcoat immediately prior to mixing shall conform to the following requirements:
 - i. 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 Siefer 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%.
 - ii. Water shall be potable and of such quality that the water will not separate from the emulsion before the sealcoat is applied.
 - iii. 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.

3. MIX CERTIFICATION

- a. At least 7 days before asphalt sealcoat placement commences, the Contractor shall submit to the County for approval a laboratory report of tests and Manufacturer's certificate of compliance covering the specific materials to be used on the project.
- b. The tests shall be performed by a laboratory capable of performing the applicable Asphalt Sealcoat Manufacturers Association (ASMA) recommended tests.

4. SURFACE PREPARATION

- a. 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 County. 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.

- b. 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.
- c. 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 3/4 inch. 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 yd. The tack coat must be dry prior to application of the Asphalt Sealcoat.
- d. Areas of structurally unsound asphalt concrete such as alligator cracking, low spots (bird baths) or rutting must be properly repaired as required by the County, prior to placement of the Asphalt Sealcoat.
- e. **Asphalt Sealcoat shall not be placed on new asphalt concrete until after a 30 day minimum cure period or as directed by the Project Manager.**

5. APPLICATION

- a. 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 County.
- b. The Asphalt Sealcoat being applied shall be uniform and free flowing, 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 County. If, after the addition of the maximum allowable water volume the sealcoat is unsuitable, the materials shall be rejected and removed from the site.
- c. The Asphalt Sealcoat shall consist of two application coats of material. Additional applications may be required as directed by the County. The sealcoat must be thoroughly dry prior to application of the second or subsequent coats.
- d. 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.
- e. Care will be taken to ensure that the sealcoat material is kept off of 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.

- f. 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.
- g. The following application rates are guidelines only:
 - i. **Smooth, dense surfaces 20 gals/1,000 square feet (.18 gal/yd²)**
 - ii. **Medium surfaces 30 gals/1,000 square feet (.27 gal/yd²)**
 - iii. **Rough surfaces 40 gals/1,000 square feet (.36 gal/yd²)**
- h. 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 County. 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 County.
- i. 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.
- j. The properties of the Liquid Latex shall be such as to be compatible with sealcoat product, and approved by the manufacturer

6. WEATHER

- a. 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.

7. MISCELLANEOUS

- a. All patching will be with a 3" asphalt lift
- b. Contractor is responsible to field measure for their final bid price.
- b. 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.
- c. Notifications placed throughout the parks 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.
- d. Irrigation watering shall be kept off for at least 24 hours prior to and 48 hours after the application of Asphalt Sealcoat.
- e. Upon request, the contractor shall supply the County with scale tags for the project containing the following information: product name, project name or location, gallons/tons supplied for the project. Striping for parking and traffic flow should be done only after the sealcoat has thoroughly dried.
- f. Storm Water Pollution and Prevention Plans (SWPPP) will be provided by the County. The

County will cover the expense of implementing the SWPP, so bidders shall not include these costs in their bid proposals.

- g. Contractor shall match existing drains.
 - h. Remove tree roots where needed
- 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.

3.17 JOB SPECIFIC REQUIREMENTS

- A. In all areas the COUNTY is responsible to remove vehicles and dumpsters so not as to impede the repair and replacement of asphalt.
- B. Scheduling on this job will be key. The CONTRACTOR is responsible to coordinate with the COUNTY to plan out what areas and what times materials will be installed. This is to ensure that the area will be ready for paving operations.
- C. Contractor will abide by all federal and local Storm Water Pollution Prevention regulations.

PART 4 - GENERAL REQUIREMENTS:

- 4.1 Identification** – STANISLAUS COUNTY (COUNTY) requires all CONTRACTOR and/or SUBCONTRACTOR personnel working on COUNTY’s premises to wear uniforms with company identification supplied by the respective employer.
- 4.2 System of Communication and Emergency Numbers** - CONTRACTOR shall provide and maintain for the duration of the project, 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 COUNTY’s Project Manager of the emergency.
- 4.3 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 COUNTY’s Project Manager or his designee immediately.
- 4.4 Supervisory Personnel** – CONTRACTOR shall supply adequate onsite supervision for the project. The supervisor shall communicate in English orally and in writing with the COUNTY’s Project Manager or his designee and shall be comprehensively familiar with these specifications.
- 4.5 Project Inspections** – Upon request of the COUNTY’s Project Manager or his designee CONTRACTOR or his representative shall walk the project to determine compliance with all codes and specifications listed. The COUNTY’s Project 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 COUNTY.
- 4.6 Licensing** – CONTRACTOR shall be licensed by the State of California in all categories necessary to perform work under this contract and in compliance with all state and local governmental agencies.
- 4.7 Construction Schedules** - The Contractor shall provide to the COUNTY’s Project Manager or his designee within five (5) days after receiving the "Notice to Proceed", a construction schedule in the format of a Gantt chart using the computer program format in Microsoft Project 4.0 for Windows. The Contractor shall also provide a compact disk of said chart at the time of submittal of proposed schedule. Any change in the construction schedule will require the Contractor to provide additional charts and disk copies of those changes to the COUNTY’s Project Manager or his designee within two (2) working days.
- 4.8 Project Completion** - CONTRACTOR shall provide the COUNTY’s Project Manager or his designee, upon completion of the project, a final written report. This report must include, all project notes and corrections, the equipment user’s manual, manufacturer’s warranty documents, specification sheets, parts diagrams, start up procedures, operational guidelines, maintenance schedules and procedures.

PART 5 - ADDITIONAL REQUIREMENTS:

- 5.1** The Contractor shall repaint existing white curbs white and existing red curbs red. The Contractor shall also repaint existing blue bumpers and curbs, as they denote disabled parking spaces. The Contractor shall re-paint existing parking stalls to match the current configuration.

DIVISION 32 - EXTERIOR IMPROVEMENTS – BID SPECIFICATION FOR MILLING AND RE-UTILIZING PAVEMENT FOR BASE COURSE

SECTION 32 01 16.17
COLD MILLING OF BITUMINOUS PAVEMENTS

PART 1 GENERAL

1.1 UNIT PRICES

- 1.1.1 Measurement
- 1.1.2 Payment

1.2 REFERENCES

1.3 QUALITY ASSURANCE

- 1.3.1 Grade
- 1.3.2 Surface Smoothness
- 1.3.3 Traffic Control

1.4 ENVIRONMENTAL REQUIREMENTS

PART 2 PRODUCTS

PART 3 EXECUTION

3.1 EXECUTING EQUIPMENT

- 3.1.1 Cold-Milling Machine
- 3.1.2 Cleaning Equipment
- 3.1.3 Straightedge

3.2 PREPARATION OF SURFACE

3.3 MILLING OPERATION

3.4 GRADE AND SURFACE-SMOOTHNESS TESTING

- 3.4.1 Grade-Conformance Tests
- 3.4.2 Surface-Smoothness Tests

3.5 REMOVAL OF MILLED MATERIAL

-- End of Section Table of Contents --

SECTION 32 01 16.17

COLD MILLING OF BITUMINOUS PAVEMENTS

PART 1 GENERAL

1.1 UNIT PRICES

1.1.1 Measurement

The quantity of milled pavement will be the number of square meters yards completed and accepted as determined by the Contracting Officer. Determine the number of square meters yards of milled pavement by measuring the length and width of the milled surface within the specified work area. Measurement to determine the area shall be to the closest mm inch for width and the closest meter foot for length.

1.1.2 Payment

No payment will be made for milling outside the specified area of work. **(Payment will be lump sum bid based on attached map)**

1.2 REFERENCES

ASTM INTERNATIONAL (ASTM)
ASTM C136/C136M (2014) Standard Test Method for Sieve
Analysis of Fine and Coarse Aggregates

1.3 QUALITY ASSURANCE

1.3.1 Grade

Conform the finished milled surfaces to the lines, grades, and cross sections indicated. The finished milled pavement surfaces shall vary not more than 6 mm 1/4 inch from the established plan grade line and elevation. Finished surfaces at a juncture with other pavements shall coincide with the finished surfaces of the abutting pavements. The deviations from the plan grade line and elevation will not be permitted in areas of pavements where closer conformance with planned grade and elevation is required for the proper functioning of appurtenant structures involved.

1.3.2 Surface Smoothness

Finished surfaces shall not deviate from the testing edge of a straightedge more than 6 mm 1/4 inch in the transverse or longitudinal direction.

1.3.3 Traffic Control

Provide all necessary traffic controls during milling operations.

1.4 ENVIRONMENTAL REQUIREMENTS

Comply with all Storm water Pollution Prevention requirements.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 EXECUTING EQUIPMENT

3.1.1 Cold-Milling Machine

Provide a cold-milling machine which is self-propelled, capable of milling the pavement to a specified depth and smoothness and of establishing grade control; with means of controlling transverse slope and dust produced during the pavement milling operation. The machine shall have the ability to windrow the millings or cuttings. The milling machine shall not cause damage to any part of the pavement structure that is not to be removed.

3.1.2 Cleaning Equipment

Provide cleaning equipment suitable for removing and cleaning loose material from the pavement surface.

3.1.3 Straightedge

Furnish and maintain at the site, in good condition, one 3.66 meter 12 foot straightedge or other suitable device for each milling machine, for testing the finished surface. Make straightedge available for Government use. Straightedges shall be constructed of aluminum or other lightweight metal, with blades of box or box-girder cross section with flat bottom reinforced to

insure rigidity and accuracy. Straightedges shall have handles to facilitate movement on the pavement.

3.2 PREPARATION OF SURFACE

Clean the pavement surface of excessive dirt, clay, or other foreign material immediately prior to milling the pavement.

3.3 MILLING OPERATION

When the milled material (cutting) is to be cold recycled, the maximum size of the cuttings should be equal to or less than one-half of the recycled pavement thickness. Generally, the maximum size for a single 100 mm 4 inch lift of pavement will be 50 mm 2 inches or less. For hot recycling the recommended maximum size of the milled material is 50 mm 2 inches.

A minimum of seven days notice is required, prior to start work, for the Contracting Officer to coordinate the milling operation with other activities at the site. Make sufficient passes so that the designated area is milled to the grades and cross sections indicated. The milling shall proceed with care and in depth increments that will not damage the pavement below the designated finished grade. Repair or replace, as directed, items damaged during milling such as manholes, valve boxes, utility lines, pavement that is torn, cracked, gouged, broken, or undercut. The milled material shall be windrowed.

ASTM C136/C136M.

3.4 GRADE AND SURFACE-SMOOTHNESS TESTING

3.4.1 Surface-Smoothness Tests

After completion of the final milling, the finished milled surface will be tested by the Government with a straightedge. Other approved devices may be used, provided that when satisfactorily and properly operated, such devices reveal all surface irregularities exceeding the tolerances specified. Correct surface irregularities that depart from the testing edge by more than 6 mm 1/4 inch. Skin patching for correcting low areas will not be permitted. Remove and replace the deficient low area. Remove sufficient material to allow at least 25 mm 1 inch of asphalt concrete to be placed.

3.5 REMOVAL OF MILLED MATERIAL

N/A – material is to be reused on-site.

-- End of Section --

D. OTHER PROVISIONS

1. Work Schedule

Available working hours are 7 a.m. to 5 p.m. Monday through Friday. No work can start before September 18th, after the summer season is over.

- 1.1. Contractor shall be responsible for spearheading the Construction Schedule at the direction of the County's Project Manager and in accordance with the following:
 - a. Area #1, Fairview Park, is to be Contractor's first priority for completion.
 - b. Areas #2-#6, Quagga Mussel Inspection Paving shall be Contractor's second priority for completion.
 - c. Area #7, Woodward Reservoir Office Point shall be Contractor's third priority for completion.
- 1.2. The Contractor shall provide verbal or written updates of the Project Schedule to the Project

Manager upon request, and throughout the course of the Project.

2. Park Operations

All work will be expected to be done in manner that disrupts the use of the boat ramp parking lot and entrances as little as possible. It is not anticipated that traffic control will be needed other than placement of traffic cones to help redirect traffic and to keep park patrons out of the work areas. Contractor shall be responsible for supplying and placing traffic cones.

3. Invoicing

This bid consists of 3 specific paving projects: Fairview Park Parking Area Paving Project (Area 1); Woodward and Modesto Reservoir Quagga Mussel Inspection Paving Project (Areas 2-6); and Woodward Reservoir Office Point Parking Lot Paving Project (Area 7).

Each project is being funded by a different source so Contractor shall notate and itemize their invoices by project – clearly notating on the invoice the Project to which each cost is associated with.



DEPARTMENT OF PARKS AND RECREATION
3800 Cornucopia Way, Suite C
Modesto, CA 95358
Phone: (209) 525-6700
Fax: (209) 525-6773

ADDENDUM NO. 1
BID NO. 17-03-PARKS
September 28, 2017

To all bidders for furnishing all labor and materials necessary and required for Bid No. 17-03-PARKS, Paved Parking Lots for Woodward Reservoir, Modesto Reservoir, and Fairview Park.

This addendum forms a part of the Invitation to Bid and modifies the original Invitation to Bid issued 8/30/2017, as noted below.

BIDDERS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGES:

AREA 1, FAIRVIEW PARK:

1. QUESTION: Will there be a place to stockpile soil on site?
ANSWER: There is no place for soil on site, for Area 1 Fairview Park. The County is currently attempting to seek permission from the neighboring farmer to put excess soil on his property, but this has not been confirmed. A second addendum will be issued if the County receives permission to do so. If no addendum is issued providing Contractor permission to put soil on neighboring property, then contractor should assume that soil will need to be hauled off site.
2. QUESTION: Will the Contractor be responsible for obtaining an encroachment permit?
ANSWER: No, the County will obtain the encroachment permit.
3. QUESTION: Is there water available on site?
ANSWER: There is no water on site for Area 1 Fairview Park. Contractor will be responsible for obtaining permission from the necessary officials to use the water hydrant nearby the site.
4. MODIFICATION: For Add Alternate 2, the description is changed to read as follows:
"Provide 12" tall asphalt curbing on both the north and south sides of the new asphalt. The south side curb will run full length and the north side curb will be held back 30' from the park entrance wall on the east side of the park property, as shown on the attached Google Earth map (Area 1). Add five (5) one (1) foot

gaps to the curb on both the north and south side for drainage, for a total of ten (10) gaps.”

AREA 2, WOODWARD RESERVOIR (Gravel parking lot to the right of the entry station on 26 Mile Road):

5. QUESTION: Will Excess gravel need to be hauled off site?
ANSWER: No, there will be a place on site for Contractor to stockpile excess gravel.
6. MODIFICATION: Additional description for Area 2, Woodward Reservoir is added as follows:
“Contractor is to remove the rock gravel area and add 4 inches of base with a minimal of 2 1/2” asphalt over the 4 inch base.”

AREA 3, WOODWARD RESERVOIR (Roadway between entrance and exit of main boat ramp parking lot)

7. QUESTION: Do you want a stripe down the middle of the road?
ANSWER: Yes, Contractor shall paint a middle divider stripe on the road.
8. QUESTION: Will excess soil need to be hauled off site?
ANSWER: No, there will be a place on site for Contractors to stock pile soil.
9. MODIFICATION: The following clarification is added to the scope of work for Area 3:
“Contractor will grind in place, pulverize, and regrade the whole area.”

AREA 4, WOODWARD RESERVOIR (Main boat ramp parking lot):

10. QUESTION: Do you want the Contractor to fill all cracks in the parking lot?
ANSWER: Yes, Contractor will be responsible for filling all cracks and low spots in Area 4.
11. QUESTION: Will the Contractor need to remove the tire damage components in order to perform the work?
ANSWER: No, the Contractor will seal around the tire damage components.
12. MODIFICATION: The following addition is made to the scope of work for Area 4:
“2/10ths minimum asphalt shall be added to the entire area.”

AREA 5, MODESTO RESERVOIR (Dirt area to the right, just inside entry station):

13. QUESTION: Is there a place on site to stock pile excess soil?